

CO. 564 of 2026

31.03.26
D/L
SI-19
Ct. 06
(Samar)

Smt. Bidyut Das
V.
Sri Swapan Kumar Biswas

Mr. Dibdipto Banerjee,
Mr. Soumen Banerjee,
Ms. Rupkatha Basu,

... for the petitioner.

Mr. Rajdeep Bhattacharya,

.... for the opposite party.

1. Affidavit of service filed in court today is taken on record.
2. This revisional application is directed against an order dated December 18, 2025 passed by the learned Civil Judge (Junior Division), 5th Court at Alipore, South 24- Parganas whereby the opposite party's application under Section 7(2) of the West Bengal Premises Tenancy Act, 1997 was allowed.
3. The petitioner has instituted Ejectment Suit No. 37 of 2020 for eviction of the opposite party asserting that the opposite party was a tenant and the tenancy was governed by the West Bengal Premises Tenancy Act, 1997.
4. In the said suit, the opposite party appeared and filed an application under Sections 7(1) and 7(2) of the West Bengal Premises Tenancy Act, 1997. In the application under Section 7(2) of the 1997 Act, the opposite party has stated that he had paid rent

to the plaintiff up to month of January 2017 and that he had deposited rents with the Rent Controller up to the month of November 2017.

5. There is no statement of the opposite party that he deposited rent with either the Rent Controller or the learned Trial Court at any point of time between the December 2017 to June, 2020.
6. The opposite party has rather averred in the said application that he started depositing rent with the learned Trial Court only from the month of July 2020.
7. The learned Trial Court has allowed the said application filed by directing the opposite party to deposit rent arrears only for the months of February 2017 and March 2017 upon holding him to be a defaulter only for two months. Hence, this revisional application.
8. Learned advocate appearing for the petitioner invites the attention of this Court to the pleading in the said application and submits that in view of categorical admission of the opposite party, that he had paid rent only till November, 2017, the learned Trial Court was absolutely unjustified in coming to the conclusion that the opposite party was a defaulter only for the months of February 2017 and March, 2017.
9. He further submits that the opposite party was duty bound to deposit the admitted arrears within one

month from the date of his appearance but the same was not done and, therefore, the said application could not have been entertained at all.

10. Learned advocate appearing for the opposite party submits that the opposite party could not deposit rents before the learned Trial Court for the aforesaid period i.e December 2017 to June 2020 due to Covid-19 restrictions. It is further submitted that the Hon'ble Supreme Court had taken cognizance of the difficulties faced during Covid pandemic and had extended the period for completion of any act wherefor any limitation was prescribed.
11. In response thereto, the learned advocate appearing for the petitioner submits that the extension granted by the Hon'ble Supreme Court for the purpose of Covid - 19 pandemic also expired on May 31, 2022.
12. He further relies on judgment of the Hon'ble Supreme Court in the case of **Seventh Day Adventist Senior Secondary School Vs. Ismat Ahmed & Ors.** reported at **2025 SCC Online SC 1696** and submits that the learned Trial Court had no jurisdiction to entertain the application under Section 7(2) of the 1997 Act since the admitted arrears had not been deposited by the opposite party in terms of Section 7(1) of the 1997 Act.
13. Having heard the learned advocate appearing for the petitioner and having considered the material

on record, this court is of the considered view that the order dated December 18, 2025 could not have been passed by the learned Trial Court.

14. The landlord-tenant relationship between the petitioner and the opposite party has been clearly admitted by the opposite party in the application under Section 7(2) of the 1997 Act. Such fact is apparent from the order impugned as well. There is also a tacit admission, in the averments made in the application under Sections 7(2) of the 1997 Act, that rents from December 2017 to June 2020 were not deposited anywhere. The same therefore amounted to admitted arrears which ought to have been deposited within one month from the date of service of summons or of entering appearance without summons being served, as the case may be, in terms of Section 7(1) of the 1997 Act.
15. Further, even if the concession of extension of time for three months after exclusion of the period from March 15, 2020 to February 28, 2022 granted by the Hon'ble Supreme Court during the Covid-19 pandemic period by the order dated January 10, 2022 in the *suo motu* writ petition (In re: Cognizance for extension of limitation) is taken into consideration, the same also expired on May 31, 2022 as rightly submitted by the learned advocate for the petitioner. The dues remained unpaid even then. Furthermore, and in any event, a

substantially large part of the admitted arrears pertains to the period when the expression Covid was possibly not even a word in the dictionary.

16. In such view of the matter, the learned Trial Court was not justified in even entertaining the opposite party's application under Section 7(2) of the said 1997 Act. The judgment of the Hon'ble Supreme Court in the case of **Seventh Day Adventist Senior Secondary School (supra)** is clear on this point.

17. Paragraph 17 of the report is quoted herein below:-

"In view of the foregoing, while bringing the said Section, the legislative intent was to provide protection to the tenant against eviction, subject to compliance of deposit of arrears of rent if there is no dispute as to amount of rent, within one month from the date of service of summons, along with interest at the rate of ten per cent per annum. The tenant is further required to deposit the regular rent as prescribed in Section 7(1)(c). In case, there is a dispute of the amount of rent payable, the tenant is required to deposit the amount due as admitted by him within thirty days and file an application conjointly for determination of rent within the same period. The said application may possibly be entertained and decided by the Court thereafter only. This Court in the case of Bijay Kumar (supra) had an occasion to consider the scope of Section 7(2) of the WBPT Act wherein the tenant had not deposited or paid the admitted rent while moving an application seeking determination of rent. Trial Court while allowing such application granted time to pay the admitted rent, but High Court set aside the order of the Trial Court. While confirming the order of the High Court on the issue of deposit of rent admitted

by tenant under Section 7(2) on the application for determination of rent, this Court observed as under.”

(emphasis added)

18. Thus it is clear that in cases where both landlord-tenant relationship as well as arrears are admitted an application under Section 7(2) would not be entertained, if there is non-compliance with the provisions of Section 7(1) of the 1997 Act. The application under Section 7(2) would in such cases become a dead letter.
19. For the all the reasons aforesaid, the order dated December 18, 2025 stand set aside and the application under Section 7(2) of the 1997 Act is dismissed.
20. With the above observations, CO. 564 of 2026 stands dismissed. There shall be no order as to costs.
21. At this juncture, learned advocate appearing for the opposite party seeks liberty to withdraw the arrears of rent that the opposite party had deposited in terms of the order impugned dated December 18, 2025. While no liberty can be granted by this Court, it will be open to the opposite party to make appropriate application before the learned Trial Court which, if it made, shall be considered and disposed of the learned Trial Court on its own merits in accordance with law.
22. Urgent photostat certified copy of this order, if

applied for, be supplied to the parties subject to compliance with all requisite formalities.

(Om Narayan Rai, J.)