IN THE HIGH COURT AT CALCUTTA
Civil Revisional Jurisdiction
Appellate Side

Present:
The Hon'ble Justice Supratim Bhattacharya

CO/314/2026

Sumita Mandal
VS
Soumen Ghosal

For the petitioner	:	*Mr. Biplab Ranjan Bose*
For the Opposite Party	:	*Mr. Soumak Bera*
Heard on	:	14.10.2026
Judgment on :	:	14th October, 2026

Supratim Bhattacharya, J.

1. The backdrop of the present lis is that an ejectment suit, being Ejectment Suit No. 88 of 2023, has been filed before the learned Civil Judge (Junior Division), 5th Court at Alipore, by the petitioner/landlord/plaintiff seeking eviction of the opposite party/defendant/tenant.
2. The summons, in spite of being served, on 19th August, 2023 through post and on 23rd August, 2023 through bailiff, upon the defendant/opposite party/tenant, the defendant/opposite party did not care to contest the said ejectment suit. As such, the said suit was fixed for ex parte hearing on 27th November, 2024.

3. Subsequently, on 6th March, 2025, evidence has been adduced on behalf of the petitioner/plaintiff/ landlord, and the said witness has been discharged.

4. Thereafter, the suit was fixed for ex parte argument on 18th June, 2025, and on that self-same day, the opposite party/defendant/tenant entered appearance and filed an application under Section 151 of the Code of Civil Procedure, 1908 (hereinafter referred to as the "said Code"), and prayed for recalling of the order of ex parte hearing.

5. Thereafter, on 7th August, 2025, a written statement was filed on behalf of the defendant along with cause shown.

6. Subsequently, on 2nd December, 2025, the said application under Section 151 of the said Code has been allowed on contest, thereby accepting the written statement filed by the defendant/opposite party/tenant on payment of Rs. 1,300/-.

7. Being aggrieved by and dissatisfied with the said order of acceptance of the written statement and thereby recalling the order of *ex parte* hearing, the petitioner/plaintiff has preferred the present civil revision application.

8. The learned advocate representing the petitioner/plaintiff/landlord submits that in spite of receipt of the summons on 19th August, 2023 and 23rd August, 2023, the opposite party/defendant/tenant did not care to appear before the Trial Court, in spite of having several opportunities. Ultimately, on the date of *ex parte* argument fixed by the Trial Court, the opposite party/defendant/tenant came up with an application under Section 151 of the said Code. He has further submitted that the said written statement has been

filed on 7th August, 2025 that is after two years of receipt of the summons, which is much beyond the statutory period of filing written statement and acceptance of the same by the Trial Court the order of acceptance of the written statement by the Trial Court is not as per the principles of law as laid down under the Code of Civil Procedure, and as such is required to be interfered with, and the present civil revision application is to be allowed on this ground.

9. *Per contra*, the learned advocate representing the opposite party/defendant/tenant submits that there has been ground shown by the opposite party/defendant/tenant in not appearing before the Trial Court and, the said Trial Court has accepted the written statement subject to payment of Rs. 1,300/-. He further submits that the written statement having been accepted, the defendant/opposite party be allowed to contest the ejectment suit. He further submits that the impugned order is in accordance with law and is not required to be interfered with.

10. Heard the learned advocate representing the petitioner/plaintiff/landlord and the learned advocate representing the opposite party/defendant/tenant.

11. From the contentions of the learned advocates, and on perusal of the record and the impugned order it transpires that the moot point in issue is as to whether a written statement can be accepted having been filed after two years from the receipt of summons.

12. In this context, this Court is of the view that written statement in, a suit under the Commercial Courts Act has to be filed within the statutory period it is mandatory, and it cannot be accepted under whatever circumstance if it is filed

beyond the statutory period but in case of a suit filed under the Premises Tenancy Act, 1997 seeking filing of written statement within the statutory period eviction of the tenant, is directory and not mandatory. As such, the learned Trial Judge has applied his discretionary power and accepted the written statement subject to payment of cost. In such circumstance, this Court is of the view that the impugned order is not required to be interfered with.

13. From the contentions of the learned advocates, it also transpires that evidence on behalf of the petitioner/plaintiff/landlord has already been adduced and it was fixed for *ex parte* argument, and at that stage, the written statement on behalf of the opposite party/defendant/tenant has been accepted. So, there is not much left in the said suit as regards procedure.

14. The written statement having been accepted, and issues already been framed, and in addition to that, evidence on behalf of the petitioner/plaintiff/landlord having been completed to the extent that the examination-in-chief on affidavit has been filed, and he has adduced evidence on dock and has also produced documents which have been marked exhibits, and the learned advocate also having submitted that there is no further witness to be adduced on behalf of the petitioner/plaintiff/ landlord, let the opposite party/defendant/tenant be allowed to cross-examine the witness, being PW-1, and to adduce evidence on his behalf as defendant witness. Thereafter, the learned Trial Judge is to take up the issue of argument and to dispose of the same. In this context, this Court requests the learned Trial Judge to dispose of the same at the earliest,

preferably within the month of February, 2027, without granting any unnecessary adjournment.

15. Thus, this present civil revisional application being **C.O. 314 of 2026** is disposed of. There will be no order as to cost.

16. Parties shall act on the server copy of this order.

(Supratim Bhattacharya, J.)