Judgment Dated: 15-10-2026
WBCHCA0320362025

IN THE HIGH COURT AT CALCUTTA
CIVIL REVISIONAL JURISDICTION
APPELLATE SIDE

CORAM: THE HON'BLE JUSTICE OM NARAYAN RAI

C.O. 2519 OF 2025

SHANKARI PATRA **.....PETITIONER**

-VERSUS-

ASHA BANSAL & OTHERS **.....OPPOSITE PARTIES**

Appearance:

For the Petitioner : Mr. Souradipta Banerjee, Adv.
Mr. Shubham Gupta, Adv.
Mr. Rajsekhar Bal Bakshi, Adv.
Mr. Ranojoy Mullick, Adv.

For the Opposite Parties : Mr. Aniruddha Chatterjee, Sr. Adv.
Mr. Saunak Bhattacharya, Adv.
Mr. Arijit Dass Mullick, Adv.
Mr. Anirban Saha Roy, Adv.
Mr. Subhankar Chakraborty, Adv.
Ms. S. Gupta, Adv.

Reserved on : August 28, 2026

Judgment on : October 15, 2026

OM NARAYAN RAI, J.:-

1. This revisional application under Article 227 of the Constitution of India takes exception to an order dated March 26, 2025 passed by the learned Civil Judge, Bench – IV, City Civil Court, Calcutta in Ejectment Suit No. 35 of 2022 whereby the petitioner's application under Section 7(2) of the West Bengal Premises Tenancy Act, 1997[1] has been rejected and the petitioner's defence has been struck out by invoking the provisions of Section 7(3) of the 1997 Act.

FACTUAL MATRIX:

2. The plain facts relevant for adjudication of the present revisional application, as may be gathered from the material on record, are as follows:-

[1] **Hereafter "the 1997 Act"**

a. The opposite parties have instituted Ejectment Suit No. 35 of 2022 before the learned Judge, Bench – XII, City Civil Court, Calcutta praying *inter alia* for a decree of eviction of the petitioner and recovery of khas possession on the ground of default in payment of rent, as well as other grounds.

b. The petitioner received the summons on September 29, 2022. However, since the learned Court remained closed during the annual vacations from October 01, 2022 to October 27, 2022, therefore the petitioner entered appearance in the said suit on October 28, 2022 by filing two applications under Sections 7(1) and 7(2) of the 1997 Act.

c. The said application filed by the petitioner under Section 7(1) of the 1997 Act remained pending before the learned Trial Court from October 28, 2022 to February 28, 2023. The learned Trial Court ultimately allowed the petitioner's application under Section 7(1) of the 1997 Act on February 28, 2023.

d. It is the petitioner's case that after passing of the said order, she duly deposited the entire admitted amount on March 20, 2023 along with the rent for the current month upto the relevant date and she has been depositing the current rent month by month without any default.

e. The petitioner's application under Section 7(2) of the 1997 Act, however, remained pending. In the said application under Section 7(2) of the 1997 Act, the petitioner had contended that the proforma opposite parties herein (who were plaintiff nos. 4 to 6 in the suit) were not the landlords of the petitioners and as such there was a genuine dispute as regards the landlord-tenant relationship between them and the petitioner.

f. On August 03, 2023 the opposite parties filed an application under Order I Rule 10 read with Section 151 of the Code of Civil Procedure, 1908[2] to transpose the proforma opposite parties (i.e. plaintiff nos. 4 to 6 in the suit) as the proforma defendants in the suit. Such application was allowed by the learned Trial Court by an order dated September 26, 2024.

g. Thereafter, the opposite parties filed an application under Section 10 of the City Civil Court Act before the learned Chief Judge of the City Civil Court, Calcutta praying for transfer of the said suit to any other Bench for its disposal, alleging that the said suit was not proceeding with due expedition. Such application for transfer was allowed by the leaned Trial Court on April 15, 2024 by transferring the same to Bench- IV of the City Civil Court.

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[2] **Hereafter "the Code"**

h. Upon such transfer the transferee Court heard out the petitioner's application under Section 7(2) of the 1997 Act and disposed of the same by passing the order impugned. By the impugned order dated March 26, 2025 the learned Trial Court has held that the deposits made by the petitioner towards arrears of rent and the current rent for the month of February 2023 were not valid deposits in the eye of law since the same were made beyond the statutory period specified in Section 7(1) of the 1997 Act and has struck out the petitioner's defence by invoking the provisions of Section 7(3) of the 1997 Act.

i. Being aggrieved by and dissatisfied with the said order dated March 26, 2025, the petitioner has approached this Court by way of the present application.

SUBMISSIONS ON BEHALF OF THE PETITIONER:

3. A brief summary of the submissions made by Mr. Banerjee, learned Advocate appearing for the petitioner, is as follows:-

a. The petitioner has approached the learned Court with an application under Section 7(1) and 7(2) of the 1997 Act at the first available opportunity after receipt of summons and within the period specified in the 1997 Act.

b. It was the duty of the learned Court Trial Court to dispose of the petitioner's application under Section 7(1) of the 1997 Act expeditiously and if the learned Trial Court had disposed of the application on the same day, the petitioner could have very well deposited the arrears of the rent followed by the current rent on that day itself.

c. A judgment of a Co-ordinate Bench of this Court in the case of ***Smart Enterprises vs. Shree Ram Trust***[3] was cited to demonstrate that although Section 7(1) of the 1997 Act does not contemplate filing of any application, yet in view of the prevailing practice the relevant department of the Civil Court would not accept any deposit unless an order to that effect is passed by the learned Trial Court.

d. Another Co-ordinate Bench decision in the case of ***Dilip Das vs. Jyotsna Das & Another***[4] was relied on to assert that no litigant should suffer for the fault of the Court and that in cases where delay was attributable to the Court and the litigant was not responsible, the *"learned Judge ought to be generous to accept the lapses on his part and should have taken up the said application seeking extension instead of dismissing the application by which the attention of the learned Judge was drawn to non-disposal of the same"*.

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[3] **MANU/WB/0922/2017**

[4] **2017 SCC OnLine Cal 16482**

e. By the order dated February 28, 2023 the learned Trial Court allowed the petitioner's application under Section 7(1) of the 1997 Act and permitted the petitioner to deposit the rent in Court by challan. The petitioner deposited all arrears of the rent as well as the current rent for the relevant month within the period prescribed in the statute.

f. In a similar situation, a Co-ordinate Bench of this Court had in the case of ***Sachindra Kumar Jha & Others vs. Asha Bansal & Others***[5] held that when an application had been filed within the time limit stipulated under Section 7(1) of the 1997 Act praying for permission to deposit all arrear of rent and such permission to deposit was granted by the Court, the deposit made in compliance with such order could not be held to be in violation of the provisions of Section 7(1) of the said Act.

g. A judgment of the Hon'ble Supreme Court in the case of ***Mary Pushpam vs. Telvi Curusumary & Others***[6] was cited in support of the well settled principal that a Co-ordinate Bench should follow the decision of the earlier Co-ordinate Bench and that if a Co-ordinate Bench disagrees with the earlier Co-ordinate Bench, the matter should be referred to a Larger Bench.

h. In the instant case, the proforma/opposite party no. 4 to 6 were transposed as proforma defendants in the suit from their status as plaintiff on September 26, 2024. The issue as to whether the petitioner's time to put in the deposits of arrear rents in terms of Section 7(1) of the 1997 Act would start the said date of transposition or the date of service of summons is still undecided. An order dated February 26, 2025 passed in ***Vinod Sharma & Another vs. Asha Bansal & Others***[7] was cited to contend that a question as to whether the time limit contemplated under Section 7(1) and 7(2) of the 1997 Act would start to run from the date of service of summons or from the date of transposition of a plaintiff to a category of proforma defendants is allowed, is pending consideration before a Co-ordinate Bench of this Court.

i. Since the petitioner was not at fault and had done whatever was doable the harsh penalty of striking out of her defence could not have been imposed on her.

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[5] 2025 SCC OnLine Cal 3313
[6] MANU/SC/0010/2024
[7] C.O. 671 of 2025, decided on February 26, 2025

SUBMISSIONS ON BEHALF OF THE OPPOSITE PARTIES:

4. A brief summary of the submissions made by Mr. Chatterjee, learned Senior Advocate assisted by Mr. Bhattacharya, appearing for the opposite parties, is as follows:-

a. The order impugned is impeccable. The petitioner was clearly remiss in complying with the mandatory provisions of Section 7(1) of the 1997 Act.

b. After the judgment of the Hon'ble Supreme Court in the case of ***Seventh Day Adventist Senior Secondary School vs. Ismat Ahmed & Others***[8], there is no room for any argument that the provisions of Section 7(1) of the 1997 Act demand strict compliance and that non-adherence therewith would lead to striking out of defence under Section 7(3) of the 1997 Act.

c. The following judgments were cited to demonstrate that the provisions of Section 7(1) of the 1997 Act require mandatory compliance and failure to respect the timelines mentioned therein would incur the wrath of Section 7(3) of the 1997 Act:-

(i) Sunita Devi Shaw & Others vs. Hazi Abdul Razzaque & Others[9]

(ii) Manab Choudhury vs. Mira Mullick[10]

(iii) Aatish Das & Another vs. Mst. Fatema Begam Molla & Others[11]

(iv) Sumit Singh & Another vs. Nemai Manna & Another[12]

(v) Deep Chand Hirawat vs. Kamala Devi Chowdhary & Others[13]

d. Attention of this Court was invited to the order dated February 28, 2023 to demonstrate that while allowing the application of the petitioner under Section 7(1) of the 1997 Act, the learned Trial Court had observed that the same was being allowed *"at the risk of the defendant"*.

e. The challans dated March 23, 2023 and October 10, 2023 were cited to contend that by way of the said challan rents for more than one month paid cumulatively. It was submitted that clubbing of rents was not a permissible mode of deposit since the statute clearly mandates rent to be paid month by month by the 15th of each succeeding month. To buttress such contention a

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[8] **2025 SCC OnLine SC 1696**
[9] **2026 Supreme (Cal) 591**
[10] **2026 Supreme (Cal) 220**
[11] **(2023) 4 CHN 653 : 2023 Supreme (Cal) 810**
[12] **2026 Supreme (Cal) 45**
[13] **2024 SCC OnLine Cal 12156**

judgment of the Hon'ble Supreme Court in the case of ***Kaluram Onkarmal & Another vs. Baidyanath Gorain***[14] was relied on.

f. The petitioner could have easily filed an application for putting up the records before the learned Trial Court for taking up the application under Section 7(1) of the 1997 Act, out of turn citing the urgency involved in the matter.

g. The present avatar of the premises tenancy legislation i.e. the 1997 Act is beneficial not only to the tenant but also to the landlord. Once, a tenant commits default in compliance with the mandatory provision of Section 7(1) of the 1997 Act, a valuable right accrues in favour of the plaintiff landlord. The same cannot be allowed to be trumped by treating the 1997 Act as beneficial only to the tenants.

REJIONDER BY THE PETITIONER:

5. In rejoinder, Mr. Banerjee, learned Advocate appearing for the petitioner reiterated the submission made by him earlier and sought to distinguish the judgments cited on behalf of the opposite parties.

ANALYSIS & DECISION:

6. The facts of the case, unfortunately, speak against the petitioner. For a moment, even if the petitioner's case is accepted as correct and it is assumed that the petitioner was entitled to deposit the arrears of rent within one month from the date of the order dated February 28, 2023, then also the same would not shield the petitioner from the statutory consequence of striking out of her defence. The same would be clear from the following paragraphs.

7. The order dated February 28, 2023 passed by the learned Trial Court records that the petitioner's application under Section 7(1) of the 1997 Act was being *"allowed at the risk of the defendant"*. By the said order the petitioner (i.e. the defendant) was permitted *"to deposit the current rent month by month as prayed for, in the Court by challan"*.

8. Section 7(1) of the 1997 Act reads thus:-

> *"**7. When a tenant can get the benefit of protection against eviction**.—(1)(a) On a [suit] being instituted by the landlord for eviction on any of the grounds referred to in Section 6, the tenant shall, subject to the provisions of sub-section (2) of this section, pay to the landlord or deposit with [the Civil Judge] all arrears of rent, calculated at the rate at which it was last paid and upto the end of the month previous to that in which the payment is made together with interest at the rate of ten per cent per annum.*
>
> *(b) Such payment or deposit shall be made within one month of the service of summons on the tenant or, where he appears in the [suit] without the summons being served upon him, within one month of his appearance.*

[14] **1965 SCC OnLine SC 260 : AIR 1965 SC 1909**

(c) The tenant shall thereafter continue to pay to the landlord or deposit with [the Civil Judge] month by month by the 15th of each succeeding month, a sum equivalent to the rent at that rate."

9. Thus, in terms of Section 7(1)(c) of the 1997 Act, it is mandatory for a tenant to deposit the current rent in Court month by month by the 15th of each succeeding month. Going by the mandate of the said provision, the rent for the month of February 2023 ought to have been deposited by the petitioner by March 15, 2023.

10. The petitioner has deposited the rents for the months of November 2022, December 2022 and January to March 2023 by way of a challan dated March 20, 2023. Going by the assumption that the petitioner was entitled to deposit the arrears of rent within one month from the date of the order, at best, the rents up to January 2023 could be deposited within a month from the date of the order i.e. February 28, 2023. However, since the last date for deposit of rent for the month of February 2023 would be March 15, 2023 (being the 15th day of the next succeeding month), therefore, the same would not fall in the category of arrears of rent. That being the situation, the rent for the month of February 2023 ought to have been deposited within March 15, 2023. Since the rent for the month of February 2023 has been evidently deposited on March 20, 2023, which is beyond the period prescribed in Section 7(1)(c) of the 1997 Act, such deposit cannot be said to be valid.

11. Failure to adhere to the mandatory timeline of Section 7(1)(c) of the 1997 Act would attract the provisions of Section 7(3) of the 1997 Act. The judgment of the Hon'ble Supreme Court in the case of ***Seventh Day Adventist Senior Secondary School*** (supra) which has been followed by this Court in the cases of ***Sunita Devi Shaw & Others*** (supra), ***Manab Choudhury*** (supra), ***Sumit Singh & Another*** (supra), clearly holds so. In such context, in following observation in ***Seventh Day Adventist Senior Secondary School*** (supra) may be noted:-

*"**33.** At this juncture, we also deem it relevant to refer sub-section (3) of Section 7, wherein it is specified that if tenant fails to deposit or pay any amount referred in sub-section (1) or sub-section (2) within the time specified therein or within such extended time as may be granted by the Court, his defence against delivery of possession shall be struck out. So it deals with the following contingencies; first is of Section 7(1)(a)(b)(c), second is of former part of Section 7(2) and third is of latter part of Section 7(2) and in default of either of the situations, the Judge shall order the defence against delivery of possession to be struck out and shall proceed with the hearing of the suit specifying the consequences of failure to do any of the three situations. While using the word extended time in sub-section (3), the word shall has been used, therefore, this would also be referable to the provision which leads to the conclusion that in case the tenant fails to deposit the determined amount within the time specified or within the extended time. In that contingency the order of striking out of defence be passed and suit be proceeded for hearing. As explained from above discussion, we are constrained to say that the arguments as advanced by the*

learned counsel for the appellant relying upon the paragraphs 17, 18 and 19 of the judgment in Debasish Paul (supra) are not germane, hence repelled."

(Emphasis supplied)

12. In such view of the matter, the ultimate conclusion reached by the learned Trial Court in rejecting the petitioner's application under Section 7(2) of the 1997 Act and invoking the provision of Section 7(3) thereof cannot be faulted.

13. The petitioner's contention that the petitioner was not at fault since the petitioner's application under Section 7(1) of the 1997 Act remained pending under the learned Trial Court for long, therefore, cannot come to the aid of the petitioner in the facts of the present case.

14. The judgment in the case of ***Sachindra Kumar Jha & Others*** (supra) also cannot help the petitioner, since even if it is held that the deposit of the arrears was made in compliance with the order dated February 28, 2023 then also the clear failure to deposit the current rent within time would attract the provisions of Section 7(3) of the 1997 Act.

15. The order dated February 26, 2025 passed by a coordinate Bench of this Court in ***Vinod Sharma & Another*** (supra) also does not further the cause of the petitioner. The order reveals that a question was framed but the same was not decided. The matter was adjourned upon a prayer made by the parties. A plain reading of the provisions of Section 7(1)(b) of the 1997 Act reveals that there are two points for commencement of the one month period for deposit of the admitted arrears - one is the date of service of summons and the other is the date of appearance of the tenant in the suit, without service of summons. The petitioner has admitted her tenancy under the opposite party nos. 1 to 3, who are plaintiffs nos. 1 to 3 in the suit. In such view of the matter the petitioner's case was that she was a tenant of the opposite party nos. 1 to 3 and not the proforma opposite parties. It was not her case that she was not a tenant under any of the plaintiffs.

16. Since Section 7 applies to a tenant, transposition of one or some of the plaintiffs as proforma defendant or proforma defendants would not change the timelines for such a defendant - tenant, as long as one of the plaintiffs is the landlord.

17. For bypassing the provisions of Section 7(1) completely and taking the risk of non-deposit of rent (whether admitted or current) the defendant in the suit would have to assert that he is not a tenant under any of the plaintiffs at all. Such is not the case here. The petitioner has admitted her tenancy under the opposite party nos. 1 to 3 and as such the rigours of Section 7(1) of the 1997 Act would apply to her.

18. In ***Deep Chand Hirawat*** (supra) this Court has in a case where a dispute, as regards landlord-tenant relationship, had been raised held as follows:-

> *"**29.** It is evident that the petitioner/defendant did not deposit the arrear rent along with the statutory interest, while raising the dispute of landlord and tenant and while asking the court to determine the rent payable. According to the law, the petitioner/defendant ought to have deposited the admitted arrear rents along with 10% statutory interest, within a month from entering appearance in the suit. Such compliance is the mandatory precondition to filing an application under Section 7(2) of the said Act. Asking the court to determine the relationship between landlord and tenant and the rent payable, requires the tenant to comply with the provisions of Section 7(1) of the said Act.*
>
> ***30.** Section 7 provides a complete mechanism to be availed of by a tenant in order to protect himself from eviction. Such mechanism was provided under Section 7 of the said Act. On institution of a suit by the landlord for eviction on any of the grounds referred to in Section 6 of the said Act, the tenant, subject to the provisions of sub-section (2) of the Section 7, was liable to pay to the landlord or deposit with the civil judge all arrears of rent calculated at the rate at which it was last paid and upto the end of the month previous to that in which the payment was made, together with interest at the rate of 10% per annum. Such payment or deposit was to be made within one month from the service of summons on the tenant or when the tenant appeared in the suit without summons being served, within one month from his appearance. Thereafter, the tenant was enjoined by law, to continue to pay to the landlord or deposit with the civil judge a sum equivalent to the rent at that rate, month by month within 15th of each succeeding month.*

(Emphasis supplied)

19. ***Aatish Das & Another*** (supra) also holds that non-compliance with the mandatory requirements of Section 7(1) of the 1997 Act would lead to striking out of defence.

20. ***Smart Enterprises*** (supra) notices the practice prevalent in the Civil Courts where deposits through challans are not accepted by the relevant department without an order passed by a Court in such regard.

21. ***Dilip Das*** (supra) reiterates that an act of Court should not cause prejudice to anyone. The said judgment does not support the petitioner's case in the wake of its peculiar factual background. It has already been demonstrated that even if the petitioner's best case as canvassed before this Court is accepted as true and correct, the failure to make payment of the current rent for a month would still attract the penalty of striking out of defence.

22. It is true that if the petitioner's case is assumed to be correct then the harsh consequence of striking out of her defence would be by reason of her single default but then that is the law. Such cases are clearly governed by the principle of "*dura lex sed lex*" - which means "law is hard but it is the law". The provisions of Section 7 of the 1997 Act prescribe absolute statutory deadlines for payments/deposits of rent by the tenant which must be adhered to.

23. The principle of judicial discipline and propriety enunciated and reiterated by the Hon'ble Supreme Court in ***Mary Pushpam*** (supra) is indeed salutary and this Court is clearly bound by the same. However, in the facts of the present case the ratio of none of the Co-ordinate Bench judgments cited by the petitioner help her. This Court is not taking a view different from any of the Co-ordinate Benches but is only deciding the present *lis* on the basis of its own facts, where none of the judgments help the petitioner.

24. In the case ***Kaluram Onkarmal & Another*** (supra), which was a case under the predecessor Act being the West Bengal Premises Tenancy Act, 1956 the Hon'ble Supreme Court held the payment mechanism prescribed under Section 17 (1) of the said Act (which is in *pari materia* with Section 7(1) of the 1997 Act) would supersedes any contract that may require rent to be paid quarterly, or six-monthly, or even annually and in terms of the provisions of Section 17(1) of the 1956 Act rent would have to be paid, month by month, by the 15th of each succeeding month.

CONCLUSION:

25. For all the reasons aforesaid, this Court does not find any reason to interfere with the order impugned. C.O. 2519 of 2025 stands dismissed. No costs.

26. Urgent photostat certified copy of this judgment, if applied for, be supplied to the parties on urgent basis after completion of necessary formalities.

(Om Narayan Rai, J.)