

(1953) 08 CAL CK 0025
In the Calcutta High Court
Case No : Civil Revision Case No. 2054 of 1952

Phani Bhusan Bhadra

APPELLANT

Vs

Joy Krishna Mukherjee

RESPONDENT

Date of Decision : 07-08-1953

Acts Referred:

West Bengal Premises Rent Control (Temporary Provisions) Act, 1950 — Section 14(3), 14(4), 19, 19(1), 20

Citation : (1955) 1 ILR (Cal) 491

Hon'ble Judges : Guha, J

Bench : Single Bench

Advocate : P.C. Mallick and Tapodhir Krishna Rai Dastidar, for the Appellant;
Subodh Kumar Bhattacharjee, for the Respondent

Judgement

Guha, J.—This revisional application at the instance of the tenant-Defendant is directed against an order passed by a Munsif of Serampore in an ejectment suit on June 6, 1952. By that order upon an application filed by the Plaintiff u/s 14(4) of the West Bengal Premises Rent Control Act of 1950 the learned Munsif directed the Defendant to deposit Rs. 24 being the arrears of rent from March, 1952 to May, 1952, within fifteen days from the date excluding the date of order and there was also further direction regarding deposits of rent for the subsequent months, month by month, within the 15th of the following month. There was a further direction in terms of Section 14(4) to the effect that if the tenant failed to deposit the arrears of rent within the time specified in the order the defence would be struck off in so far as the ejectment was concerned. What the tenant did was to deposit arrears of rent for three months within the prescribed period of fifteen days, but that deposit was made not in the court of the learned Munsif, but before the Rent Controller. On June 21, 1952, that is, on the date when the period of fifteen days given under the order dated June 6, 1952, was to expire, the Defendant-Petitioner made an application to the learned Munsif praying for acceptance of the deposit made before the Rent Controller stating inter alia that the aforesaid arrears of rent had been deposited through

mistake before the Rent Controller and praying that the time for depositing the same amount in the court of the learned Munsif might be extended, or in the alternative, the amount already deposited in the court of the Rent Controller through mistake might be treated as having been deposited in the suit in the court of the learned Munsif and accepted. This application dated June 21, 1952, was, however, rejected by the learned Munsif and his defence was struck off in so far as the ejectment was concerned.

2. The only point that has been urged before me on behalf of the, Petitioner depends upon the correct construction of the word "deposit" which occurs in Section 14(4) of the 1950 Act. It is contended on behalf of the Petitioner that under the Rent Control Act there is provision for deposit of rent before the Rent Controller and that in the circumstances when it was not stated clearly in the order of the learned Munsif, dated June 6, 1952, that the arrears of rent were to be deposited in the court itself it was open to the tenant-Defendant to make the deposit before the Rent Controller. It is argued that there is ambiguity in the word "deposit" as used in Section 14(4) and that ambiguity should be resolved by putting a beneficial construction upon the word, that is, a construction which favours the tenant. In this connection some stress was laid upon the fact that in Sub-section (3) of Section 14 there occurs the phrase "the tenant deposits in the court", whereas no such word, namely, the phrase "in the court" occurs in Sub-section (4). It is argued from this that the words "in the court" were, therefore, omitted advisedly in Sub-section (4) with the result that it was open to the tenant to make the deposit in terms of the order of the court either in the court itself or before the Rent Controller.

3. I am unable, however, to assent to this construction of the word "deposit" which occurs in Section 14(4). The word "deposit" which occurs there may fairly be interpreted in the light of the other provisions in the Act. In Chapter IV of the Act under the general heading "deposit of rent" there are certain provisions, namely, Sections 19, 20 and 21, relating to deposit of rent by the tenant before the Rent Controller. In my opinion, deposit of rent before the Rent Controller can be made only when the conditions laid down in Sections 19 and 20 are satisfied. But for these conditions no deposit could be made before the Rent Controller. Now, Section 19(1) lays down that where the landlord does not accept any rent tendered by the tenant or the tenant experiences difficulty in paying the rent to the landlord of the premises he may deposit such rent to the Rent Controller in the prescribed manner. These are conditions precedent to the deposit of rent before the Rent Controller. Then Section 20 lays down the time limit for making the deposit of rent, before the Controller. Under Sub-section (1) of Section 20 no rent deposited u/s 19 shall be considered to have been validly deposited unless deposited within fifteen days of time fixed by contract for payment of rent, or in the absence of such contract unless deposited within the first day of the second month next following that for which the rent was payable. These provisions have to be satisfied before the rent can be deposited before the Rent Controller or accepted by the latter. Now, in the circumstances of the present case it cannot be

said that the tenant was experiencing any difficulty in paying the arrears of rent to the landlord as directed by the learned Munsif in his order, dated June 6, 1952, nor can it reasonably be said that the landlord did not accept rent tendered by the tenant in terms of the above order. This being the position the question of deposit of rent before the Bent Controller in terms of the order of the learned Munsif u/s 14(4) of the Rent Control Act of 1950 is ruled out. It is not every deposit, but only such deposits as satisfy the requirements mentioned above which can be made before the Bent Controller. In the present case what was done was that arrears of rent for three months from March, 1952 to May, 1952, was deposited before the Bent Controller. This cannot be treated as a valid deposit in view of Section 20, Sub-section (1) of the Rent Control Act of 1950. Looking at the matter from this standpoint it seems to me to be abundantly clear that the word "deposit" occurring in Sub-section (4) of Section 14 cannot be construed in the way it has been sought to be done on behalf of the Petitioner. It cannot, in my opinion, be held that there was any real ambiguity as regards the forum of deposit under Sub-section (4) of Section 14. Under Sub-section (4) of Section 14 it was the court which was giving certain directions as to what was to be done in relation to the proceedings before it and it must be abundantly clear that unless directions to the contrary were given by the court one would ordinarily understand that deposit or any other thing which was to be done in connection with the pending proceedings in the court was to be made or performed in the court itself and nowhere else. Then again, looking at the matter from a different standpoint and reading Sub-section (4) of Section 14 along with the preceding Sub-sections, especially Sub-sections (1) and (4) it seems to me to be reasonably clear that no necessity was felt for mentioning or repeating in Sub-section (4) the phrase "in the court" for, after all, that phrase had been mentioned already in Sub-section (3). If one were to read Section 14 as a whole and construe the different Sub-sections in the light of the other parts of the section it would appear that there was no real doubt left as regards the place or the forum where deposit was to be made in terms of Sub-section (4). In view of these reasons, therefore, I am unable to accept the ingenious contention urged before me by Mr. Mallick on behalf of the tenant-Petitioner.

4. In the result, the Rule is discharged.

5. Under the circumstances no order is made as to costs.