

IN THE SUPREME COURT OF BANGLADESH
HIGH COURT DIVISION
(CIVIL REVISIONAL JURISDICTION)

Present:

Mr. Justice S. M. Saiful Islam

Civil Revision No. 3078 of 2025

IN THE MATTER OF:

An application under section 115(1) of the
Code of Civil Procedure.

And

IN THE MATTER OF:

Ali Ahmed Montu.

---- Plaintiff-Appellant-Petitioner.

-versus-

Md. Habibur Rahman Sarkar and another.

---- Defendant-Respondent-Opposite Parties.

Ms. Ferdoce Akter with

Mr. S. M. Rezaul Islam, Advocates

---- For the Petitioner.

Mr. Md. Masiur Rahman Bhuiyan, Advocate

--- For the Opposite Party Nos. 1 and 2.

**Heard On: 14.01.2026, 21.01.2026,
29.01.2026, 09.02.2026 and 23.02.2026.**

Date of Judgment: 26.02.2026.

S. M. Saiful Islam, J.

Upon an application under section 115(1) of The Code of
Civil Procedure 1908, this Rule was issued calling upon the
opposite parties to show cause as to why the judgment and order

dated 08.01.2025 passed by the learned Additional District Judge, 3rd Court, Dhaka in Rent Appeal No. 09 of 2023, affirming the judgment and order dated 07.03.2023, passed by the learned Senior Assistant Judge, 2nd Court, Dhaka filed under section 19(2) of the Premises Rent Control Act, 1991 in House Rent Case No. 08 of 2023 should not be set aside and/ or pass such other or further order or orders as to this Court may deem fit and proper.

Facts relevant for the disposal of this Rule is that the petitioner filed House Rent Case No. 08/2023 before the Rent Controller, Dhaka for depositing monthly rent in the Court under section 19(2) of the Premises Rent Control Act, 1991. Facts stated in that case in short is that the petitioner rented a shop described in the schedule from one Jahurul Haque Sarker (father of Opposite Party No. 2) on 01.01.2012 fixing monthly rent at Taka 9,000/- (nine thousand) along with deposit of Taka 3,00,000/- (Three lac) as advance. That Jahurul Haque Sarker and Opposite Party No.1 Habibur Rahman Sarker were full brothers and they lived in a joint family. The petitioner continued to pay monthly rent regularly to Jahurul Haque Sarker though no written contract was signed. Jahurul Haque Sarker died during Covid-19 and the petitioner continued to pay monthly rent to Opposite Party No. 1. Monthly rent was increased at different times and at

last it was increased on 01.01.2022 fixing at Taka 20,000/- per month and at that time Opposite Party No. 1 took further deposit of Taka 6,00,000/- (six lac) as advance, though no written contract was signed. Petitioner paid the monthly rent for the month of December/2022 on 10.12.2022 to the son of Opposite Party No.1. Opposite Party never paid rent receipts to the petitioner and they only acknowledged the receipt on a diary. On 10.01.2023 Opposite Party No. 1 came to collect the rent and the petitioner then demanded receipt from him. Opposite Party No. 1 being angry left without receiving monthly rent. In the afternoon on that date Opposite Party No.2 came to the shop and asked the petitioner to pay rent only to him and not to Opposite Party No. 1. Petitioner failed to pay the rent for the month of January/2023 to the opposite party because the opposite parties could not reach the amicable settlement regarding who is to receive the rent. Then the petitioner filed House Rent Case No. 08/2023 before the Rent Controller Court, Dhaka for depositing monthly rent in the Court under section 19(2) of the Premises Rent Control Act, 1991.

Senior Assistant Judge, 2nd Court and Rent Controller by the judgment and order dated 07.03.2023 dismissed the case holding that the case was not maintainable. Rent Controller Court held that according to the provisions of section 19(2) of

the Premises Rent Control Act, 1991, such case is to be filed within 15 (fifteen) days from the date on which rent is payable. Rent Controller Court found that the rent for the month of January/2023 was to be paid within 15th January of 2023. But the case has been filed on 14.02.2023 which is after expiry of the prescribed time. For this reason Rent Controller Court dismissed the case.

Against that judgment and order, the petitioner preferred Rent Appeal No. 09/2023 before the Court of District Judge. That Appeal was heard by learned Additional District Judge 3rd Court, Dhaka who by impugned judgment and order dated 08.01.2025, disallowed the Appeal and thereby affirmed the judgment and order of the Rent Controller Court holding the concurrent view with that Court. Being aggrieved from that impugned judgment and order, petitioner filed this revisional application and obtained the Rule.

Learned Advocate Ms. Ferdoce Akter, appearing on behalf of the petitioner submits that the petitioner was always ready to pay the rent and he asked the opposite party to give the receipt on receiving rent; but the opposite party did not receive the rent. The petitioner then issued legal notice to the opposite party to receive rent following the procedure of the Premises Rent Control Act. But they did not receive the rent. Both the Courts

below rejected the application of the petitioner without applying judicial mind. Learned Courts below failed to consider that the petitioner regularly paid rent of the shop since January/ 2012. Petitioner deposited Taka 9,00,000/- (nine lac) with the landlord opposite party as advance and without adjusting that advance, petitioner cannot be treated as defaulter in the payment of rent. Petitioner deposited the rent for the month of January/2023 within the time prescribed in section 18(5) of the Premises Rent Control Act, 1991. Learned Courts below erred in law resulting in error in the decision occasioning failure of justice. For these reasons learned Advocate for the petitioners prayed for making the Rule absolute. In support of his contention she referred to the cases reported in 48 DLR (AD) 130, 15 BLC 639.

On the other hand, learned Advocate Mr. Masiur Rahman Bhuiyan, appearing on behalf of the opposite parties, submits that the learned Courts below have rightly dismissed the House Rent Case of the petitioner. Petitioner filed the case beyond the prescribed time for filing such application and the Court has no authority to entertain such time barred application. The petitioner has been defaulter in paying rent and the opposite party has filed a suit to evict him from the shop which is pending now. Stating these reasons learned Advocate for the opposite party prays for discharge of the Rule.

Heard the learned Advocates for both the parties. Perused the impugned judgment and order, revisional application and annexures therewith.

On perusal of records, it appears that the petitioner filed an application before the Rent Controller, Dhaka for depositing monthly rent under section 19(2) of the Premises Rent Control Act, 1991 which was registered as House Rent Case No. 08/2023. Claim of the petitioner is that, he rented a shop from one Jahurul Haque Sarker (father of Opposite Party No. 2) on 01.01.2012 and he continued to pay monthly rent regularly to that Jahurul Haque Sarker, though no written contract was signed. That Jahurul Haque Sarker died during Covid-19 and the petitioner then continued to pay monthly rent to Opposite Party No. 1 (brother of Jahurul Haque Sarker). Petitioner further claims that on 10.01.2023 both the Opposite Party Nos. 1 and 2 came separately and both of them claimed rent from the petitioner and in such circumstances he filed the application to the Rent Controller under section 19(2) of the Premises Rent Control Act, 1991 as there was no amicable settlement between the opposite parties regarding who is to receive the rent. Rent Controller dismissed the application holding that it was not within the time prescribed in that section 19(2) of the Premises Rent Control Act, 1991. Now let us see the provisions of section

19(2) of the Premises Rent Control Act, 1991 which is as follows:

“ ১৯। (১).....

(২) যে ক্ষেত্রে ধারা ১৮ এ উল্লেখিত ভাড়া গ্রহনকারী অধিকারী ব্যক্তি সম্বন্ধে কোন প্রকৃত সন্দেহ বা বিবাদ দেখা দেয় সেক্ষেত্রে ভাড়া প্রদেয় হইবার তারিখের ১৫ দিনের মধ্যে বা ধারা ১৮(৫) এর অধীন যে তারিখে উহা প্রদেয় হয় সেই তারিখ অতিবাহিত হইবার পনের দিনের মধ্যে ভাড়াটিয়া-

(ক) উক্ত ভাড়া জমা দিতে পারিবেন; এবং

(খ) আদালতের সিদ্ধান্ত বা পক্ষগণের মধ্যে আপোষের দ্বারা উক্ত সন্দেহ দূর বা বিবাদ মীমাংসা না হওয়া পর্যন্ত বাড়ীর পরবর্তী সময়ের ভাড়া ও জমা দিয়া যাইতে পারিবেন।”

Thus it appears from the aforesaid provision that the rent is to be deposited with the Rent Controller within fifteen days from the date on which rent is payable or within fifteen days after the expiry of the date prescribed in section 18(5) of the Premises Rent Control Act, 1991. So the provisions of section 19(2) has to be read with section 18 (5) of the Act. Now let us see the provisions of section 18(5) of the Premises Rent Control Act, 1991 which is as follows:

“ ১৮।

(৫) কোন ভাড়াটিয়া কোনো বাড়ি সম্পর্কে এই ধারায় কোনো সুবিধা পাইবার অধিকারী হইবেন না যদি-

(ক) তিনি ভাড়া চুক্তিতে নির্দিষ্ট তারিখের মধ্যে অথবা অনুরূপ কোনো চুক্তির অবর্তমানে ভাড়া মাসের পরবর্তী মাসের পনের দিনের মধ্যে এই আইনের অধীন অনুমোদন যোগ্য তৎকর্তৃক প্রদেয় পূর্ণ ভাড়া পরিশোধ না করেন; অথবা

(খ) ধারা ১৯ এ বিধৃত ক্ষেত্রে, তিনি উক্ত ধারায় উল্লেখিত সময়ের মধ্যে উহার বিধান মোতাবেক ভাড়া জমা না করেন এবং উক্ত ধারার উপধারা (১)(খ) বর্ণিত ক্ষেত্রে উক্ত উপধারায় উল্লেখিত ভাড়া শ্রেণি খরচ সহ জমা না করেন।”

Thus it appears from the provisions of section 18(5) and 19(2) of the Premises Rent Control Act, 1991, that these two sections are interrelated and section 19(2) is to be read with section 18 (5) of the Act. According to the provisions of section 18(5), a tenant can pay the rent either within the time fixed in the contract between the tenant and landlord and in the absence of such contract, tenant can pay the rent by the fifteenth day of the month next following that for which the rent is payable. It has been held in a series of cases that where there is no specific contract between the land lord and the tenant, the tenant will get the benefit of section of section 18(5) and accordingly the tenant will be entitled to pay the rent by 15th of the month next following for which rent becomes due [63 DLR (AD) 83, 29 DLR 443, 33 DLR (AD) 55, 1984 BLD (AD) 74, 43 DLR (AD) 230, 38 DLR 313]. In such a case he can deposit rent with the Rent Controller within fifteen days from 15th day of the month next following. [*Atiqullah Vs. Mosammat Rahima Bibi* 14 BLD (HCD) 360, 46 DLR 494].

Thus according to the provisions of section 19(2) read with section 18(5) of the Premises Rent Control Act, 1991, a tenant can deposit rent with the Rent Controller-

- (1) Within fifteen days from the date on which rent is payable, or
- (2) Within fifteen days after expiry of the time fixed in the contract with the landlord regarding payment of rent,
or
- (3) In the absence of such contract, within fifteen days from 15th day of the month next following.

In the instant case the petitioner applied to the Rent Controller to deposit rent for the month of January/2023 and for the next months onward. Admittedly there was no written contract between the petitioner and the opposite party regarding the time for paying rent. In that case according to the provisions of section 19(2) read with section 18(5) of the Premises Rent Control Act, 1991, the petitioner is entitled to pay the rent for the month of January/2023 within 15th February- 2023 and he can deposit it with Rent Controller within next fifteen days i.e. 2nd March, 2023. The petitioner filed the application to the Rent Controller on 14/02/2023 which was well within the time prescribed in section 19(2) read with section 18(5) of the Premises Rent Control Act, 1991.

Learned Advocate for the opposite party has claimed that the petitioner has been defaulter in the payment of rent and they have filed suit for eviction of the petitioner from the suit premises. In this context, it may be mentioned here that whether the petitioner is defaulter or not in the payment of rent will be finally decided in that suit for eviction and House Rent Controller is not required to decide anything with regard to default in payment of rent [43 DLR 133, 1991 BLD (HC) 438]. The Controller upon the deposit does not decide the dispute between the tenant and the landlord and he is mere a conduit pipe [41 DLR 270, 1990 BLD 192]. The House Rent Controller, being a conduit pipe, is required to allow the petitioner to deposit the rent if he deposits the monthly rent in compliance with the provisions of section 19 of the Act [15 BLC 342].

In view of the discussions made above, I am of the opinion that, both the courts below in the instant case committed error of law in holding that the application of the petitioner for depositing rent with the Rent Controller was not within the time prescribed in section 19(2) of the Premises Rent Control Act, 1991. Because the provisions of section 19(2) has to be read with section 18(5) and the application of the petitioner was well within the time prescribed in section 18(5). Thus both the courts below committed an error of law resulting error in the decision which

occasioned failure of justice. I think this is a proper case which calls for interference by this Court under section 115(1) of the Code of Civil Procedure, 1908.

Considering the facts and circumstances, I find merit in the Rule. So, the Rule deserves to be absolute.

In the result, the Rule is made absolute without any order as to costs. The impugned judgment and order dated 08/01/2025, passed by the learned Additional District Judge, 3rd Court, Dhaka in Rent Appeal No. 09 of 2023, is hereby set aside.

The application of the petitioner under section 19(2) of the Premises Rent Control Act, 1991, for depositing monthly rent with the Rent Controller for the month of January/2023 and onward is hereby allowed.

Communicate this judgment and order to the concerned court below at once along with a copy of this judgment.