

GAHC010212782023



**THE GAUHATI HIGH COURT**  
**(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)**

**Case No. : WP(C)/5589/2023**

AMAR GUPTA  
S/O- RAJENDRA KUMAR GUPTA,  
R/O- R.P. ROAD, GANESHGURI,  
GUWAHATI- 781006,  
DISTRICT- KAMRUP(M), ASSAM.

VERSUS

THE UNION OF INDIA AND 5 ORS  
REPRESENTED BY THE SECRETARY,  
MINISTRY OF FINANCE, NORTH BLOCK,  
CENTRAL SECRETARIAT, NEW DELHI.

2:THE STATE BANK OF INDIA  
A PUBLIC SECTOR BANKING AND FINANCIAL SERVICES STATUTORY  
BODY

CONSTITUTED UNDER THE STATE BANK OF INDIA ACT  
1955

HAVING ITS HEADQUARTERS AT STATE BANK BHAWAN

M.C. ROAD  
NARIMAN POINT  
MUMBAI

MAHARASHTRA  
REPRESENTED BY ITS CHAIRMAN.

3:THE CHIEF GENERAL MANAGER  
STATE BANK OF INDIA  
GUWAHATI CIRCLE

LOCAL HEAD OFFICE

G.S. ROAD  
DISPUR  
GUWAHATI- 781006

DISTRICT KAMRUP(M)  
ASSAM.

4:THE ASSISTANT GENERAL MANAGER  
STATE BANK OF INDIA  
REGIONAL BUSINESS OFFICE  
REGION-I

ADMINISTRATIVE OFFICE  
G.S. ROAD

SWAGOTA SQUARE  
6TH FLOOR  
BHANGAGARH  
ABC POINT  
GAUHATI- 781005.

5:THE BRANCH MANAGER  
STATE BANK OF INDIA  
MADGHARIA BRANCH  
MOTHER TERESA ROAD

NARENGI TINIALI  
GUWAHATI- 781026.

6:THE CIRCLE HEAD AND ASSISTANT VICE-PRESIDENT (CIVIL)  
SBI INDIA INFRA MANAGEMENT SOLUTION PVT. LTD.  
CIRCLE OFFICE  
3RD FLOOR  
SBI LHO BUILDING

G.S. ROAD  
DISPUR  
GUWAHATI- 781006

**Advocate for the Petitioner : MR H AGARWAL**

**Advocate for the Respondent : DY.S.G.I.**

**BEFORE**  
**HON'BLE MR. JUSTICE MICHAEL ZOTHANKHUMA**

**ORDER**

**22.07.2024**

Heard Mr. D. Kakoti, learned counsel for the petitioner and also heard Mr. A.K. Sahewalla, learned counsel appearing for the respondent SBI.

2. The grievance of the petitioner is that the respondent State Bank of India (SBI) have started operation of the SBI Madgharia Branch from the commercial space owned by the petitioner, which is in a building complex known as Shakti Square.

3. Mr. Kakoti, learned counsel for the petitioner submits that despite the respondent SBI having put their lockers in the leased out area since March 2021, no rent has been paid to the petitioner and neither has any agreement been executed between the parties for the leased space in terms of the letter dated 04.04.2020, issued by the Assistant General Manager, SBI (Annexure-4). Further, the respondent SBI have also not given to the petitioner, the interest free rental deposit equivalent to maximum 6 months' rent at the time of taking possession of the premises, as provided in clause 1.16 of the terms and conditions of the NIT No.SBIIMS/GHY/2019-20/83 (Annexure-3).

4. Mr. Sahewalla, learned counsel for the respondent SBI, on the other hand, submits that rent has not been paid to the petitioner and an agreement was also not signed, due to the respondents not being given adequate water supply and all other amenities that were required to be given to the respondents. He also submits that the interest free rental deposit equivalent to 6 months' rent has also not been given to the petitioner till date. The learned counsel for the respondent SBI also submits that the petitioner's premises has been occupied by the respondent SBI only from 01.11.2021.

5. I have heard the learned counsels for the parties. The submissions made by the learned counsel for the parties and the pleadings in the records, clearly shows that the respondent SBI have not paid rent to the petitioner from the date it has occupied the

petitioner's premises in question. Further, no agreement has been executed by the respondent SBI with the petitioner for the leased out property. Besides, the respondent SBI have not given interest free rental deposit equivalent to maximum of 6 months' rent to the petitioner, after taking possession of the premises in question.

6. Though the respondent SBI counsel has tried to make out a case that due to the respondents not being given the basic facilities required for the premises, which has been communicated to the petitioner, as the reason for not giving the rent, this Court is of the view that the same cannot be said to be a justifiable reason for denial of payment of rent to the petitioner. When the respondent SBI has been occupying the petitioner's premises for the last few years, the reason for not paying rent by the respondent SBI is clearly unreasonable and not sustainable in law. The only question that has to be determined is the date from which the respondent SBI had occupied the petitioner's premises. While the respondent SBI have taken the stand that it has occupied the petitioner's premises from 01.11.2021, it is the case of the petitioner that the respondent SBI has started operating the SBI lockers in the petitioner's premises from March 2021 and that the petitioner had asked for payment of rent from April 2021, in terms of the letter dated 18.10.2021, issued by the petitioner (Annexure-13).

7. The question as to whether the respondent SBI would have to pay rent to the petitioner from April 2021, being a disputed question of fact, this Court is of the view that the parties would have to approach the Civil Court for determining whether the petitioner is entitled to receive rent for the premises from the respondent SBI from April 2021. On the other hand, as the respondent SBI have admitted to having started operation of the Madgharia Branch of the SBI from 01.11.2021, the respondent SBI is directed to pay the agreed rent to the petitioner, @ ₹ 27.50 per sq. meter, w.e.f. 01.11.2021, within a period of 3(three) weeks from today. Further, as the respondent SBI has been unreasonable in not providing rent to the petitioner, despite being in occupation of the petitioner's premises for the last nearly 3 years, this Court is also of the view that the respondent SBI will have to pay interest on the unpaid rent, @ 6% per annum till final payment of the said amount is made to the petitioner.

8. The respondent SBI shall also pay to the petitioner the interest free rental deposit equivalent to 6 months' rent in terms of the NIT No.SBIIMS/GHY/2019-20/83 (Annexure-3), within 3(three) weeks from today.
9. The respondent SBI is also directed to execute a lease deed with the petitioner in terms of the letter dated 04.04.2020, issued by the Assistant General Manager, SBI (Annexure-4). The petitioner, on the other hand, is directed to ensure that all the facilities/benefits there were to be made available by the landlord, should be provided to the respondent SBI including running water, within a period of 3(three) weeks from today.
10. The writ petition is accordingly disposed of.

**Sd/- *Michael Zothankhuma***  
**JUDGE**

**Comparing Assistant**