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

Case No. : WP(C)/5798/2024

RAJ SHEKHAR SEN AND 2 ORS
S/O LT GOPAL CHANDRA SEN NATH VILLA PANBAZAR P.S. PANBAZAR
DIST KAMRUP METRO GUWAHATI 781001 ASSAM

2: UDAY SANKAR SEN
S/O LT BADAL KR SEN BARSAPARA CRICKET STADIUM ROAD
BARSHAPARA P.S FATASIL AMBARI DIST KAMRUP METRO GUWAHATI
781018 ASSAM

3: BIJAY SANKAR SEN
S/O LT DILIP KR SEN KALAPAHAR NEAR RADHA RAMAN SEWA ASHRAM
P.S FATASIL AMBARI DIST KAMRUP METRO GUWAHATI 781018 ASSA

VERSUS

THE ASSAM BOARD OF WAKF
SEUJI PATH GUWAHATI 781038 REP BY ITS CHIEF EXECUTIVE OFFICER

Advocate for the Petitioner : MR. N I KHAN, MR. A DAS,MS. M BORDOLOI,MR. N I KHAN,MR. T SARMA

Advocate for the Respondent : MR. R BARUAH, MS. J SARMA,S ALI,MS S SIDDIQUA,MS. M NATH

**BEFORE
HONOURABLE MR. JUSTICE SOUMITRA SAIKIA**

ORDER

29.11.2024

Heard Mr. A. Das, learned counsel for the petitioners. Also heard Mr. S. Ali, learned counsel for the respondents.

2. The grievance of the petitioner is that the predecessor-in-interest of the petitioners were the lease holder in respect of a plot of land measuring 2030 sq ft. situated at Fancy Bazar, Guwahati and had built a two storied Assam Type house over the leasehold land. The petitioners along with the predecessor-in-interest also reside in the first floor of the house and the ground was used for commercial purpose. The said two storied Assam Type house was gutted by fire on 23.09.2000, thereafter the petitioners started to reconstruct the said two storied Assam Type House. However, they were asked by the respondent not to carry out any construction over the leasehold land on the ground that the said land is Wakf property. In the year 2006, the respondent entered into a development agreement with the petitioners and a builder for erecting a multistoried building over the leasehold land but the same was not proceeded with. It is the case projected by the writ petitioners that in the commercial portion, there are tenants of the petitioners but because of the dilapidated condition of the premises, these tenants were not able to carry out their businesses in a proper manner. Although a lease agreement was entered by and between the petitioners and the respondent inspite of requests made by the petitioners, the same was not registered. Under such circumstances, the petitioners have preferred a representation before the respondent raising their grievances. However, the same has not yet been disposed of and the petitioners submit that the respondent has not decided on the representation as on date.

3. The learned counsel for the petitioners therefore submits that he has very limited prayer seeking a direction from the Court to the respondent to dispose of the representation stated to be pending before the Wakf Board and pass appropriate orders.

4. The learned counsel for the respondent does not object to the prayer made subject to that the Court will only direct the respondent to dispose of the representation.

5. Having heard the learned counsel for the parties and upon perusal of the writ petition along with the enclosures, this Court is of the view that since the limited prayer before the Court is seeking a disposal of the representation dated 20.09.2024 and the same stated to have not been disposed of and also considering the fact that the learned counsel for the respondent also does not oppose the prayer made by the petitioners, this writ petition stands disposed of directing the respondent to pass appropriate order on the said representation and serve a copy thereof on the petitioners. If in the meantime any order has been passed by the respondent then copy of the same should also be served on the petitioners.

6. This entire exercise will be completed within a period of 30 days from the date of receipt of certified copy of this order.

7. As it is submitted that the Executive Officer of the respondent is a Government Officer deputed, therefore sufficient time be granted. Petitioners on the other hand raises his apprehension that the lease agreement which was executed by and between the petitioners and the respondent will expire on 31.12.2024. As such, it is made clear that the representation should be disposed of within a period of 30 days from the date of receipt of a certified copy of this

order and these directions shall not come in the way of extension of the lease deed or execution of a fresh lease deed between the parties if they so desire.

8. In view of the above direction, the writ petition stands disposed of.

JUDGE

Comparing Assistant