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SB

05.10.2020
Ct. No. 24

**W.P.A. 6903 of 2020
with
C.A.N. 1 of 2020
(Through Video Conference)**

**Sri Probir Kumar Roy
Vs
The State of West Bengal & Ors.**

Mr. Partha Chakraborty ...For the Petitioner

Mr. Supriyo Chattopadhyay
Mr. Gourav Das For the State

The petitioner claims to be the owner and landlord in respect of a premises in question. The District Primary School Council, the tenant, is running a school in the said premises. The tenant is not clearing the rent which is due and payable to the landlord.

The petitioner relies upon documents and orders passed by this court from time to time to show that directions were passed for disbursing the arrear rent along with interest.

In the present writ petition the petitioner has prayed for a direction upon the tenant to clear the arrear rent for the period February 2018 to July 2020.

I am of the opinion that it is not open for the

writ court to enter into the grievance raised by the petitioner regarding non-payment of rent in accordance with a private agreement entered into by and between a landlord and a tenant.

Even though one of the parties to the tenancy agreement is a government body it will not be open for the landlord to file a writ petition praying for necessary direction for clearance of the rent that is payable by the tenant. The issue in question is a landlord tenant dispute which the writ court ought not to entertain and decide.

In view of the above, this Court is not in a position to entertain the prayer of the petitioner.

The petitioner will be at liberty to approach the appropriate forum, in accordance with law, for redressal of his grievances.

This order, however, shall not stand in the way of the tenant to clear the dues which are due and payable to the landlord.

The writ petition along with the connected application are disposed of.

Urgent photostat certified copy of this order, if applied for, be given to the parties after completion of all necessary formalities.

(Amrita Sinha, J.)

