

12.08.2021
Sl. No.15
srm

W.P.A. No. 12213 of 2021
Radhika Saraf
Vs.
The State of West Bengal & Ors.

Mr. Asit Kumar Chakraborty,
Mr. Sunanda Mohan Ghosh
...for the Petitioner.

Mr. Raha Saha,
Mr. Amit Kumar Ghosh
...for the State.

Affidavit-of-service is taken on record.

The petitioner is a tenant of a godown measuring about 1500 sq.ft. situated at 151, Madhusudan Pal Chowdhury Lane, P.S. Bantra, District-Howrah under Glasgow Printing Co. Pvt. Ltd., the respondent No.5 herein.

The petitioner contends that the respondent No.2, that is, the Bantra Co-operative Bank Limited, put a padlock at the main entrance of the godwon in order to prevent the respondent No.5 and its associates from taking away the plant and machinery installed in the said godown. Such plants and machinery were hypothecated to the Bank and the loan amount for procurement of such plant and machinery had not been paid. It is submitted that the loan amount payable by the respondent No.5 is around 86 lakhs.

Be that as it may, the tenant does not have any liability towards payment of the dues of the the respondent No.2 and as such the petitioner is entitled to remove her articles from the godown and thereafter hand over possession to the Bank. The tenant/petitioner shall be allowed to remove such articles, in presence of an official of the Bank. An inventory shall be made and maintained by both the parties. After the petitioner removes the goods, the Bank shall be entitled to put the padlock back at the main entrance once again.

It is made clear that neither the Bank nor the petitioner will have any responsibility towards each other in respect of the goods that are removed from the godown. The Bank shall indicate the date and time to the petitioner for compliance of this order within seven days from date.

This writ petition is, thus, disposed of.

There will be, however, no order as to costs.

All parties are directed to act on the basis of the server copy of this order.

(Shampa Sarkar, J.)