

WPA 425 of 2020

Monoranjana Das
Vs.
The Chairman, Digha Sankarpur
Development Authority & Ors.

Mr. Manoranjan Jana ...for the petitioner.

Mr. N. C. Bihani
Ms. P. B. Bihani
Mr. S. Ghosh
Mr. S. Mukherjee ...for the DSDA.

Mr. Chandi Charan De
Mr. Suprabhat Bhattachaya ...for the State.

Report in the form of affidavit submitted by the
Digha Sankar Development Authority is taken on record.

Heard learned counsels for the parties.

It is contended on behalf of the petitioner that in
terms of an agreement of lease between the petitioner and
the Digha Sankar Development Authority, the petitioner
deposited 50 per cent of the salami decided upon by and
between the parties in terms of the agreement despite
which the authority is reluctant to receive the remaining
50% amount and execute the deed of lease in favour of the
petitioner.

It is submitted on behalf of the petitioner that the
petitioner is agreeable to deposit the remaining amount
according to the market rate of the plot in question as in

the year 2018 as informed by the petitioner to the authority by letters issued on 15th June, 2018 and 20th August, 2018.

Per contra, it is submitted on behalf of the Digha Sankar Development Authority that the petitioner should pay the remaining 50% of the lease premium at the present market rate of the plot in question.

It appears from the observation of this Court made in the order passed on 21st March, 2022 that the petitioner was asked by the authority whether he agreed to pay the market price for the land for execution of the deed, of which no reply was received from the petitioner.

The petitioner has agreed upon such payment by letters issued to the authority in 2018, despite which no further step was taken by the authority.

In view of the same, this Court is inclined to hold that since the petitioner agreed to pay the balance 50% of lease premium in accordance with the market rate prevailing in the year 2018, when such offer was accepted by the petitioner, the Digha Sankar Development Authority should be directed to execute the deed of lease upon the petitioner paying the remaining 50% of the lease premium at the market rate as in 2018.

In view of the above, the writ petition is disposed of directing the Digha Sankar Development Authority to calculate the amount of the remaining 50% of the lease premium at the market rate of the plot prevailing in the year 2018 upon affording reasonable opportunity of

hearing to the petitioner within four weeks from the date of communication of this order. Upon such calculation being communicated to the petitioner, the said amount shall be deposited by the petitioner to the authority within two months from the date of receipt thereof, following which the authority shall execute the deed of lease in favour of the petitioner within another month thereafter.

With the above observations and directions this writ petition being WPA 425 of 2020 is disposed of.

However, there shall be no order as to costs.

Since no affidavit is invited, the allegations contained in the petition are deemed not to be admitted.

Urgent certified website copy of this order, if applied for, be supplied to the parties upon compliance with all requisite formalities.

(Suvra Ghosh, J.)