

4.2.2022
Ct. No.19
Sl.no.4
sn

W.P.A. No. 1769 of 2022

Sk. Sirajul

Vs.

The South 24 Parganas Zilla Parishad & Ors.

Mr. Anjan Bhattacharyya

Ms. Anita Shaw

....for the petitioner

Mr. Tapash Kumar Mondal

Ms. Priya Ghosh

..for the Zilla Parishad

Mr. Anit Kumar Das

..for the respondent no.7

The petitioner is aggrieved by the settlement of ferry ghat, in favour of the respondent no.7, which the petitioner had been operating.

It is the contention of the petitioner that the demand notice for deposit of lease amount claimed by the Zilla Parishad, South 24 Parganas dated September 6, 2021 did not reach the petitioner within seven days and the petitioner could not deposit the amount of lease rent within the time prescribed by the authority. According to the petitioner, the demand was received though post on September 22, 2021. On September 25, 2021, the petitioner wrote to the authorities to allow the petitioner to deposit the amount. The authorities did not allow the petitioner to deposit the amount, although other persons similarly situated were allowed to do so.

The allegation is that the respondents have settled the Ferry Ghat in favour of the respondent no.7 without

considering the prayer of the petitioner. Allegations of arbitrariness, irregularities and favouritism have been made.

Mr. Mondal, learned advocate for the Zilla Parishad submits that the petitioner's lease rent was due for the period January 1, 2020 to March 31, 2021 and further sum of lease rent was payable from July 1, 2021 to March 31, 2022. Such amounts were demanded. It is further submitted that had the petitioner come even after September 22, 2021 and offered to deposit the entire amount claimed by the notice dated September 6, 2021, just like the other persons who were settled different ferry ghats, the authorities would have accepted the amount. The problem was created by the petitioner who did not offer to pay the amount claimed as per the demand notice. Instead, the petitioner wrote a letter on October 25, 2021 intimating the authorities that with regard to settlement of the ferry ghat litigations were pending before the High Court, and as such, the petitioner was willing to pay the amount for the current financial year and not the entire amount claimed. Reference was made to the contempt application pending before the High Court. According to Mr. Mondal, the petitioner did not show any initiative to pay the lease amount due, as claimed by the authorities. A meeting was held by the Zilla Parishad on January 24, 2022 and by a resolution, the offer of settlement in favour of the petitioner due to non-payment of the amounts claimed, was cancelled.

The respondent no.7, who had applied for settlement had been granted the settlement for two months.

Mr. Das, learned advocate for the respondent no.7 submits that his client had already deposited the amount claimed by the authority and has been running the ferry ghat on and from February 2, 2022. Such lease has been granted for a period of two months.

Under such circumstances, nothing remains to be decided in this writ petition. In view of the fact that admittedly, the petitioner was not willing to pay the dues as claimed in the demand notice and as third party rights have been created, no order can be passed.

The petitioner had also mentioned before the authorities that as litigations were pending, instead of paying all the dues, only the current lease rent would be deposited by him for the current financial year. The petitioner has not been able to satisfy the Court that the authorities erred in raising the demand for payment of the previous dues from January 1, 2020 to March 31, 2021. This Court cannot hold that the decision of the authorities to grant lease in favour of the respondent no.7, who had complied with all the formalities has been illegal. There is no evidence of favouritism, as the said ferry ghat had been settled for a period of two months only. It has been submitted by Mr. Mondal with responsibility, that after expiry of the aforementioned period, the settlement of the

ferry ghat would be done by open auction and all eligible persons will be entitled to participate.

Having heard the learned advocates for the respective parties, this writ petition is disposed of without any interference with the lease granted for settlement of the ferry ghat in favour of the respondent no.7. The respondent no.7 has started operation recently.

However, upon expiry of the settlement granted to the respondent no. 7 and as it is submitted by the Zilla Parishad that the next round of settlement would be done by open auction and all eligible candidates would be entitled to participate, the petitioner may apply as per law. If he complies with all formalities, including meeting the demands made by the Zilla Parishad, the Zilla Parishad shall consider his candidature in accordance with law along with all other applicants.

The resolution of the meeting is taken on record.

This writ petition is, thus, disposed of.

There will be no order as to costs.

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

(Shampa Sarkar, J.)