

15.06.2022
Sl. No.44
srn

W.P.A. No. 7193 of 2022

Aninda Halder

Versus

The State of West Bengal & Ors.

Mr. Tanmay Basu,
Mr. Shamik Bagchi,
Mr. Manoj Adak,
Mr. Debdip Mondal

...for the Petitioner.

Ms. Chaitali Bhattacharya,
Mr. Subhendu Roychoudhury

...for the State-respondents.

Mr. Sabyasachi Chatterjee,
Mr. Sayan Banerjee

...for the Respondent No.4.

Affidavit of service is taken on record.

The petitioner alleges that the respondent No.4 has prevented the petitioner from opening the bar-cum-restaurant for carrying the business of the retail country liquor and foreign liquor shop, belonging to the petitioner. The petitioner claims to be the licence holder. The petitioner further alleges overt act of the police authorities in preventing the petitioner from opening the padlock put therein, by the respondent No.4.

According to the petitioner, a dispute arose with the respondent No.4, who had lent some money to the petitioner for running the shop. In exchange, for such loan, the petitioner had executed a power of attorney in favour of the respondent No.4.

The agreement was that the respondent No.4 shall run the shop for the petitioner and some money would be paid to the petitioner per month.

When the respondent No.4 failed to pay the money to the petitioner, disputes arose between the parties. The shop was put under lock and key by the respondent No.4. The petitioner revoked the power of attorney. The petitioner tried to open the shop. Thereafter, due to objections, oppositions and threats by the police authorities, the petitioner could not open the shop.

As such, the petitioner has approached this Court for a direction upon the police authorities to allow the petitioner to run the shop. The petitioner alleges that the respondent No.4 is the Block Land and Land Reforms Officer, who in collusion with the police authorities, has prevented the petitioner from opening the said shop.

Mr. Chatterjee, learned Advocate appearing on behalf of the respondent No.4, denies such allegations. It is denied that Rs.10,00,000/- was given to the petitioner and the allegations against the respondent No.4 were concocted and false.

The police authorities have filed a report. It appears that there was some agreement between the respondent No.4 and the petitioner. The respondent No.4 lent Rs.50,00,000/- to the petitioner by way of an agreement. The condition was that the respondent No.4 should take over the business of the petitioner,

namely Garlic Restaurant Cum Bar at a monthly rent of Rs.20,000/-.

Such facts are seriously disputed by Mr. Chatterjee. According to Mr. Chatterjee, no such agreement ever took place. Mr. Chatterjee submits that the respondent No.4 does not have any objection as there was no agreement or financial dealings between the respondent No.4 and the petitioner and the respondent No.4 had never loaned any money to the petitioner for the purpose of running the said bar-cum-restaurant and retail country liquor.

The prayer of the petitioner is with regard to opening the shop/restaurant and to run the same.

Under such circumstances, the petitioner is permitted to open his shop and the police authorities are restrained from raising any objection. The shop shall be opened in the presence of a responsible police officer. The police authorities shall ensure that the parties maintain peace and tranquillity and further ensure that no untoward incident takes place.

The 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.)