

20.07.2022
Sl.No.455(ML)
srm

W.P.A. No. 8777 of 2022

Sk. Akhtar Hossain

Versus

The State of West Bengal & Ors.

Mr. Arunava Ganguly,
Mr. Piyas Chowdhury

... for the Petitioner.

Mr. Sudipto Panda,
Mr. Subrata Ghosh

...for the State-respondents.

Ms. Swagata Dutta,
Ms. Ankita Dey

...for the Respondent Nos.4 to 13.

Affidavit-of-service is taken on record.

The petitioner alleges inaction of the police authorities of Chinsurah Police Station. It is alleged that the petitioner had given Rs.50,000/- to the respondent No.4 as an advance for purchase of a piece of land. The said respondent No.4 cheated the petitioner. When the petitioner asked for refund, the petitioner was assaulted. A complaint was filed before the Inspector-in-Charge, Chinsurah Police Station.

The learned Advocate for the respondent Nos.4 to 13 submits that, with regard to the selfsame cause of action, a suit for declaration and injunction is pending

before the learned Civil Judge (Junior Division), 1st Court at Chinsurah being Title Suit No.287 of 2020.

The police report, which has been filed before this Court, indicates that the petitioner had taken lease of a bakery, named and styled as “Bablu Bakery” from the respondent No.4. The petitioner used to pay Rs.7,000/- per month as lease rent. Over the issue of non-payment of rent, disputes had arisen time and again, between the parties. The respondent Nos.5 to 13 were not found to be, in any way, connected with the dispute, complained of.

On receipt of the complaint, the police personnel made an enquiry by registering two general diaries. The police enquiry also reveals the existence of a civil suit. On March 7, 2022 a hot altercation took place between the petitioner and the respondent No.4. Anticipating breach of peace, prosecutions under Sections 107 and 116(3) of the Code of criminal Procedure were submitted against the said respondent. Subsequently, on two other occasions, similar prosecutions have been submitted. The parties have been directed to maintain law and order.

Upon perusal of the complaint filed before the police authorities, it appears that the petitioner had alleged that almost Rs.55,000/- was spent by the petitioner on the bakery, which was taken on lease from the

respondent No.4. That the petitioner continued to pay Rs.7,000/- per month on account of rent, but receipts were not tendered by the respondent No.4. On enquiry, the petitioner came to learn that the land on which the bakery was situated and had been leased out to the petitioner by the respondent No.4, did not belong to the said respondent. When the petitioner challenged the respondent No.4 on such issue, all the other respondents attacked the petitioner. The allegation is that the respondent No.4 and her men and agents have threatened the petitioner and has also cheated the petitioner.

The dispute is admittedly with regard to grant of lease and the petitioner has challenged the title of the respondent No.4. The dispute arises out of a lease agreement and no cognizable offence has been disclosed. However, it is evident that the parties have often committed breach of peace and there are chances of law and order problems over such issue. The factum of the pendency of the suit has also been suppressed in the writ petition.

The writ petition is disposed of with a direction upon the Inspector-in-Charge, Chinsurah Police Station, to keep a strict vigil in and around the bakery in order to 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.)