

S/L 53
05.07.2022
Court. No. 19
GB

WPA 10158 of 2022

Abdul Jabbar Mondal
VS
The State of West Bengal & Ors.

*Mr. Partha Chakraborty,
Ms. Sharmistha China.*

...for the Petitioner.

*Mr. Samrat Sen,
Mr. Nilotpall Chatterjee.*

...for the State.

Affidavit-of-service filed in Court today, be kept with the record.

Despite service, none appears on behalf of the respondent nos.4 to 8.

The writ petitioner has alleged inaction of the Officer-in-Charge, Tapan Police Station. The allegation is that the police authorities have failed and neglected to take steps despite complaints having been lodged by the petitioner about the illegal activities of the respondent nos.4 to 8. According to the petitioner, the respondent nos.4 to 8 were raising contrary claim in respect of the property of the petitioner, including the shop rooms.

Proceedings had been initiated before the Block Land and Land Reforms Officer, for correction of the record of rights by the said respondents. However, over the disputes, an amicable settlement titled as 'Aposnama' had been entered into by and between the parties, in which the petitioner himself was signatory. The petitioner alleges that the said 'Aposnama' was signed by him under force and coercion. The petitioner now wants to retract from the

settlement and prays for a direction upon the police authorities to hand over the keys to the shops. It is further alleged that the shop rooms have been let out to tenants and the tenants are suffering losses.

The police authorities have filed a report, from which it appears that over the enjoyment of the property in question, altercation between the parties had taken place in the past. Accordingly, enquiries were made and prosecutions under Section 107 of Code of Criminal Procedure was submitted against the respondent nos.4 to 8. On several occasions enquiries were made, local villagers were also spoken to and ultimately the police authorities were informed that the parties had decided to settle the dispute by entering into an amicable settlement.

The fact of such amicable settlement had also been recorded in a previous order passed by a co-ordinate Bench of this Court. Before His Lordship the petitioner had submitted that in the 'Aposnama' his signature was obtained forcefully.

However, the police authorities have clearly stated before this Court that the keys to the shop rooms are not in custody of the police. It is not for the police authorities to decide on the issue of the applicability of the 'Aposnama' or the validity of the same. If it is the case of the petitioner that his signature was obtained by force and the 'Aposnama' was not binding upon the petitioner, the petitioner ought to approach the appropriate civil court for cancellation of the said settlement. When the police authorities have

categorically stated that the keys are not with them, the question of a direction upon the police authorities to open the padlocks of the shop rooms do not arise.

The parties are at liberty to enjoy the shop rooms as per their convenience and settlement. The police authorities shall not be dragged into this private dispute between the petitioner and the respondent nos.4 to 8. However, the police authorities shall keep a strict vigil in order to ensure that law and order is maintained and no further altercation takes place.

This order shall not be construed as an opinion on the allegation of the petitioner with regard to the signature obtained on the 'Aposnama' or on the merits of the claims and counter-claims of the parties with regard to the right, title and interest of the property in question.

Accordingly, the writ petition is disposed of.

However, there will be no order as to costs.

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

(Shampa Sarkar, J.)