

08.03.2022
Item No.20
srm

W.P.A. No. 17954 of 2021

Atlanta Global Advisors Pvt. Ltd.

Versus

Kolkata Municipal Corporation & Ors.

Mr. Sounak Bhattacharya,
Mr. Subhojit Ghosh

...for the Petitioner.

Mr. Srijon Nayek,
Mr. Subrata Sikder

...for the Kolkata Municipal Corporation.

Mr. Naresh Balodia,
Mr. Pallav Choudhury

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

Affidavit of service is taken on record.

The petitioner is a tenant in respect of Premises No.7, Bondel Road, Kolkata-700019. The respondent Nos.4 to 13 claim to be the owners of the said G+2 building. The portion occupied by the petitioner measures around 1800 sq.ft. situated on the first floor of the said building.

Admittedly, the premises has been used by the petitioner for commercial purpose. The allegations are that the Kolkata Municipal Corporation had threatened to disconnect the water supply of the respondent Nos.4 to 13 and as such the water connection, which was given by the landlord to the premises of the petitioner, was disconnected.

Mr. Balodia, learned Advocate appearing on behalf of the respondent Nos.4 to 13, submits that the Corporation had taken an undertaking from his clients that they should use the water connection in accordance with law. That the water was supplied for domestic use, by the corporation and could not be permitted to be used for commercial purpose. He submits that the petitioner was using the property for commercial purpose, and as such, the water connection had to be discontinued under the threat of disconnection by the Corporation. He further submits that an eviction suit is pending against the petitioner since 2013.

Mr. Nayek, learned Advocate appearing on behalf of the Kolkata Municipal Corporation, submits that the respondent Nos.4 to 13 were never threatened with disconnection of the water supply. He, however, submits that the law provides that the water supply to the premises which had been given for domestic use could not have been allowed to be used by the petitioner for commercial purpose. He further submits that the admitted position is that the petitioner has been using the tenanted portion commercially and not for residential purpose. He however submits that the landlords had disconnected the water supply and not the corporation.

Heard the learned Counsels for the respective parties.

This Court is not inclined to make any observation with regard to the eviction suit, which is pending against the petitioner in the Civil Court. The said proceeding shall continue, independently. The Court cannot also allow a wrong to be perpetuated by directing the Corporation and/or the landlord to grant water supply to the premises of the petitioner, which is being used for commercial purpose. However, in view of the fact that the petitioner has been in the premises since 2011 and had been using the premises as a commercial property since long, a temporary arrangement may be made to overcome the crisis which has cropped up.

Such arrangement can be made by the Corporation as per the provisions of the statute. The Corporation may, as per law, temporarily change the user of the first floor to commercial and assess the tax accordingly and make the occupier liable to pay the property tax and the fees for such change. Thereafter, the petitioner may be given a separate temporary connection for commercial use.

The petitioner is directed to approach the Corporation and the Corporation shall make all efforts to ensure that the situation is temporarily resolved in a manner that shall not be prejudicial to the parties and also shall not be in violation of the law. The petitioner shall approach the Corporation

within two weeks from date and the Corporation shall try to settle the issue upon hearing the representatives of the petitioner as also the respondent Nos.4 to 13.

This order shall be treated as a temporary measure to tide over the immediate crisis and shall not have any effect on the pending suit and also shall not create any equity in favour of the petitioner.

This arrangement, which shall be arrived at by the parties, shall not be construed as a recognition of the right of the petitioner to remain in the tenanted premises and all such issues shall be decided in the suit.

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.)