

20.12.2022
Sl. No.1(DL)
srm

W.P.A. No. 24725 of 2022

Sk. Nurul Islam

Versus

The State of West Bengal & Ors.

Mr. S.E. Huda,
Mr. Md. Rizwan Alam,
Mr. Sk. Aptabuddin

....for the Petitioner.

Mr. Debasish Ghosh,
Ms. Piyali Sengupta

...for the State-respondents.

Affidavit-of-service is taken on record. Despite service, none appears on behalf of the respondent Nos.6 to 8.

As this Court is not inclined to pass mandatory directions as prayed for, but is relegating the matter before the competent authority, the writ petition is taken up in their absence.

The petitioner alleges that the respondent Nos.6 to 8 raised a construction over LR Plot No.1007 of mouza Prasadpur, District-Hooghly.

The learned Advocate for the State-respondents has handed over a letter issued by the Pradhan of Akhna Gram Panchayat, District-Hooghly to the Block Development Officer, Polba-Dadpur Development Block. It appears that

Sk. Taher Ali was a beneficiary under the PMAY scheme bearing identity No.WB5537976. An enquiry was made by the panchayat authorities and it was found that for the financial year 2020-21, the first instalment with regard to the construction of a house under the said scheme had been released in favour of Sk. Taher Ali. The house is still incomplete. The documents submitted by the said Sk. Taher Ali, during enquiry revealed that the construction was on his own land. The petitioner resides in a plot opposite to the area on which the construction is being raised. The report filed by the Block Development Officer and the letter of the Pradhan are taken on record.

Under such circumstances, nothing remains to be decided in the writ petition in view of the proviso to Rule 19 of the West Bengal Panchayat (Gram Panchayat Administration) Rules, 2004. However, it is clarified that any construction to be made under the said scheme shall be strictly in accordance with the model plan/sketch approved by the authority in respect of such construction under the PMAY(G) scheme.

The writ petition is, thus, disposed of.

There shall be no order as to costs.

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

(Shampa Sarkar, J.)