

20.12.2022
sayandeep
Sl. No. 31
Ct. No. 05

WPA 26205 of 2022

Bibhas Kumar Samanta
-Versus-
Union of India & Ors.

Mr. Swarup Paul
Mr. Surya Maity
Mr. Anirban Chakraborty

.....for the petitioner

Mr. Satyajit Mahata

.....for the UOI

The affidavit-of-service is kept on record.

The only relief sought for by the petitioner is for a direction on the respondent Bank to act in terms of a letter given by the Bank to the petitioner on 10th October, 2022. By the said letter, the Bank unequivocally stated that the Bank is not interested in renewing the lease agreement with the petitioner and has decided to shift the Bank to some other place. The letter has been written by the advocate representing the Bank. From the said letter, it appears that there are disputes with regard to fixation of rent for the area occupied by the bank. The petitioner is the landlord of the concerned premises at Ramnagar, Purba Medinipur.

No one appears for the Bank despite being served.

The Union of India is represented.

Having perused the reply of the Bank to a representation made by the petitioner (on 28th September, 2022), there is no dispute with regard to the

Bank deciding to vacate the premises owned by the petitioner.

WPA 26205 of 2022 is accordingly disposed of with a direction on the respondent Indian Bank to vacate the premises within a period of six weeks from the date of communication of this order on the Bank.

It is made clear that the order is being passed without any reference to the Title Suit pending between the petitioner and the Bank.

(Moushumi Bhattacharya, J.)