

Court No. 2

11.08.2022

(DL 9)

(S. Banerjee)

Calcutta High Court

In the Circuit Bench at Jalpaiguri

Appellate Side

WPA 1853 of 2022

Manas Kumar Biswas

Vs.

The State of West Bengal & Ors.

Mr. Amritam Mandal
Mr. Debasish Mukhopadhyay
Mr. Anirban Banerjee
Ms. Jeenia Rudra
Ms. Sriya Basu

... for the petitioner

Mr. Bikramaditya Ghosh
Mr. Pretom Das

... for the State

Mr. Raja Saha
Ms. Bedashruti Bose

... for the SJDA

Mr. Deborshi Dhar

... for the respondent no. 9

Mr. Prasanta Joardar
Ms. Khushboo Agarwal

... for the UCO Bank

In this matter the petitioner, being the sub-lessee of the property, has not been included in the records maintained by the DL&LRO, Darjeeling and SDL&LRO, Siliguri and I directed the parties to sit in a meeting.

After the meeting it emerges and it has been submitted today that a permission was required

to be taken from the DL&LRO, Darjeeling before conveyancing of the land by the bank to the petitioner. For this defect the name of the petitioner has not been recorded in the record of rights of the land department.

I direct the DL&LRO, Darjeeling to give such permission within a period of 30 days from the date of communication of this order and, if necessary, he may call the representatives of the bank and also of the petitioner before granting the permission, if it is required at all. Thereafter, if there is no other impediment in giving such permission, the DL&LRO, Darjeeling will give the permission by the abovementioned period.

However, the bank's action is not taken kindly by this court. The bank should have taken the permission from the DL&LRO before conveyancing the property to the petitioner which they have not done and that is why the petitioner has to come before this court. It is the UCO Bank. For not obtaining such permission, which is a clause in the lease deed prepared by the State government, which the bank has not followed, I impose a cost of Rs. 1 lac upon the bank. The bank should pay the cost to the Chief Minister's Relief Fund within a period of two weeks from

date. If the cost is not paid by the said two weeks from date, the cost will be increased to Rs. 2 lac and in such a situation the bank has to pay a further cost of Rs. 2 lac to the petitioner.

I hope and expect that the bank will not ignore the conditions put by the State in the lease deed because such action of the bank shows undermining the power of the State government.

The bank shall have the liberty to realize the entire amount of the cost to be paid to the Chief Minister's Relief Fund from the officer or officers concerned who were responsible for not taking steps in accordance with the terms of the lease deed as to taking permission from the DL&LRO and SDL&LRO.

With the above observation and direction, this writ application is disposed of.

(Abhijit Gangopadhyay, J.)