

ML 156
18.05.2023
Court. No. 19
GB

WPA 1126 of 2023

Santanu Deb & Anr.
Vs
The State of West Bengal & Ors.

Mr. Sugata Mukhopadhyay

...for the Petitioners.

Mr. Ranjit Rajak

...for the State.

*Mr. Amales Ray,
Ms. Mousumi Bhowal,
Mr. Aman Gupta*

...for the Respondent Nos.9 & 10.

The petitioners are aggrieved because the promoter has not given the car parking space as promised to the petitioners, by violating the terms of the agreement for sale. The petitioners allege that the panchayat authorities have been informed about such illegal action of the promoter, but the panchayat authorities have remained silent.

The learned advocate for the promoter submits that 120 sq. ft. of parking space had been allotted in favour of the petitioners. There was adequate parking space for the petitioners to park their cars and the petitioners are in no way affected by the action of the promoter.

Having heard the learned advocates for the respective parties, this Court is of the view that the dispute between the purchasers and the promoter cannot be resolved by the panchayat authorities. The panchayat authorities could have taken action if the promoter had constructed without a sanction plan or in deviation thereof. The plan has been produced. The plan indicates that four parking spaces and

four proposed parking spaces had been provided for in the sanctioned plan.

The private dispute between the petitioners and the promoter has to be decided in a suit. The petitioners are at liberty to file a suit for specific performance of contract. However, the promoter is required to construct strictly in accordance with the sanctioned plan.

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 learned advocate's communication.

(Shampa Sarkar, J.)