

21st March, 2023
(D/L No.22)
(SKB)

W.P.A. 1249 of 2023

Tapati Ghosh
Versus
UCO Bank and another

Mr. Pingal Bhattacharyya,
Ms. Soumita Ghosh
... for the petitioner.

Mr. Raghunath Ghose,
Ms. Pritha Ghose,
Ms. Shusna Santra
... for the Bank.

The respondent Bank has produced the entire e-Auction Sale Notice which shows, beyond doubt, that the petitioner was made fully aware of the implication of the sale. The Terms and Conditions of the Notice makes it clear that the intending bidders shall make their own inquiries regarding any statutory liabilities, electricity dues etc. and shall also contact the respective branches of UCO Bank for this purpose. The Terms and Conditions also record that the authorised officer will not be held responsible for any encumbrance or any other dues in respect of the property under sale. Clauses 3, 4 and 8 of the e-Auction Sale Notice are relevant in this respect.

This court has heard the matter on three earlier occasions on the basis of an incomplete copy of the e-Auction Sale Notice which persuaded the court to

approach the matter in a particular way. The complete Sale Notice, disclosed subsequently by learned counsel appearing for the respondent Bank, shows that the petitioner cannot and does not have any claim against the Bank for pending electricity dues in respect of the property sold to the petitioner.

W.P.A.1249 of 2023 is accordingly dismissed. The petitioner shall be liable for costs assessed at Rs.15,000/- payable to Bharat Sevasram Sangha, Kolkata for wasting the court's time by presenting an incomplete e-Auction Sale Notice.

(Moushumi Bhattacharya, J.)