

WPA 1794 of 2023

Kishore Joardar
Vs.
The State of W.B. & Ors.

Mr. Sankar Paul
Ms. Tapati Sarkar ...for the petitioner.

Ms. Indrani Chakraborty ...for the respondents.

Heard learned counsels for the parties.

It is contended on behalf of the petitioner that the father of the petitioner, Krishna Prasad Joardar (since deceased) entered into a lease agreement with the respondents on May 10, 1994 and the period of lease was extended from time to time.

Upon demise of the lessor, a fresh agreement was entered into by and between the mother of the petitioner, Mira Joardar (since deceased) and the respondents on 17th December, 2003 for a period of five years which expired on 16th December, 2008.

The respondents stopped payment of monthly rent from February, 2009 on the plea that the property in question was vested with the Government of West Bengal.

In a title suit filed by the petitioner being T.S. 33 of 2013, the learned Civil Judge (Junior Division), Tehatta, Nadia by a judgment and decree dated 30th January, 2017 declared the petitioner's title in respect of the property in

question with a further observation that the property was not vested.

The petitioner prays for issuance of writ in the nature of mandamus commanding the respondent authorities to make payment of the arrear as well as current rents from February, 2009 till date along with 10 % compound interest thereon.

It is submitted on behalf of the respondents that the respondents stopped payment of monthly rent to the petitioner/his predecessor-in-interest upon receipt of a complaint from one Shefali Biswas on 25th June, 2008 stating that the property in question is vested with the Government of West Bengal.

It is further submitted that the record of rights pertaining to the plot in question still shows the name of the Collector, State of West Bengal and the petitioner's name has not been recorded.

It is not in dispute that the respondents are tenants under the petitioner and have defaulted in payment of monthly rents since February, 2009.

The judgment and decree of the civil court declares the title of the petitioner in respect of the property and also holds that the property is not vested with the State. The judgment has not been carried in appeal by the State authorities who were impleaded as defendants in the title suit.

In view of the said judgment, it can be held beyond all reasonable doubt that the petitioner is the owner of the property in question and is entitled to monthly rents from the respondents for the same.

The record of rights is only a document showing possession and does not confer title in favour of the government, more so, since the civil court has declared the title and possession of the petitioner in respect of the property.

Since admittedly the respondents have refrained from paying monthly rents to the petitioner from February, 2009 till date, the respondents are directed to pay such rents from February, 2009 to May, 2023 at the rate of Rs.1,500/- per month along with simple interest thereon at the rate of 6 % per annum within three months from the date of the order.

The agreement entered into by and between the mother of the petitioner and the respondents have admittedly expired. A letter issued by the Superintendent of post offices, Nadia (North) division, Krishnagar on 14th November, 2003 demonstrates that as per existing departmental rules, a lease deed is required to be executed by the house owner for a period of five years for every rented building where the departmental post offices are functioning.

In view of the same, the petitioner shall execute a lease deed in favour of the respondents for a period of five

years with effect from 1st July, 2023 within three weeks from date.

With the above instructions and observations the writ petition being WPA 1794 of 2023 is disposed of.

However, there shall be no order as to costs.

Since no affidavit is invited, the allegations contained in the petition are deemed not to be admitted.

Urgent certified website copy of this order, if applied for, be supplied to the parties upon compliance with all requisite formalities.

(Suvra Ghosh, J.)