

30.03.2023
Sl. No.21(DL)
srm

W.P.A. No. 7211 of 2023

Manilal Khan

Vs.

The State of West Bengal & Ors.

Mr. Partha Pratim Ray,
Mr. Dyutiman Banerjee

....for the Petitioner.

Mr. Jahar Lal De,
Mr. Shamim ul Bari

...for the State-respondents.

Affidavit-of-service is taken on record.

The petitioner claims extension of time to run the ferry ghat on the ground that sufficient time was consumed during the litigation pending before the Court. According to the petitioner, possession of the ferry ghat was not handed over during the duration of the litigation, although the petitioner had paid the lease rent for the entire period of 10 months. The petitioner seeks mandatory directions upon the Murshidabad Jiagunj Panchayat Samiti, District-Murshidabad, for grant of extension for a period of 2 months 15 days.

This Court takes note of the history of the litigation and the orders that were passed from time to time until the ferry ghat was finally handed over to the petitioner. After

several rounds of litigation and the orders of this Court, the petitioner was ultimately granted the settlement. The petitioner claims to have paid the entire money.

The petitioner alleges that he could not operate the ferry ghat for a period of 2 months 15 days. However, the issue as to whether the petitioner had paid the entire money but could not operate the ferry ghat for 2 months 15 days on account of the litigation or due to his own fault, is factual and is best known to the authorities.

The Block Development Officer, Murshidabad Jiagunj Block, Murshidabad who is the Executive Officer of the Murshidabad Jiagunj Panchayat Samiti, Murshidabad, shall treat the writ petition as the representation of the petitioner and dispose of the same in accordance with law upon granting an opportunity of hearing to the petitioner. Whether the extension can be given to the writ petitioner, shall be decided with reference to the special circumstances. A reasoned order shall be passed and communicated to the petitioner.

The entire exercise shall be completed within April 10, 2023 in view of the fact that the tenure of the lease in terms of the agreement, ends on or about April 13, 2023.

The time period mentioned hereinabove is peremptory.

The writ petition is, thus, disposed of.

There shall be no order as to costs.

Parties are to act on the basis of the server copy of
this order.

(Shampa Sarkar, J.)