

**IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
(APPELLATE SIDE)**

Present:
The Hon'ble Justice Arijit Banerjee
&
The Hon'ble Justice Rai Chattopadhyay

MAT No. 806 of 2022

Amar Kumar Malick
Vs.
State of West Bengal & Ors.

For the Appellant	: Mr. Kalyan Bandopadhyay, Ld. Sr. Ad. : Mr. Arjun Kumar Mukherjee, : Ms. Debapriya Mitra, : Mr. Joyjeev Medhi.
For the Metropolitan Cooperative Housing Society Ltd.	: Mr. Jayanta Kumar Mitra, Ld. Sr. Ad. : Mr. Deep Nath Roy Choudhury, : Mr. Ankit Sureka.

Hearing concluded on: 14/12/2022

Judgment on: 11/04/2023

Rai Chattopadhyay, J.

1. The appellant/writ petitioner has preferred to file this appeal being aggrieved with the judgment of the Hon'ble Single Judge dated April 19, 2022 in W.P.A No. 4425 of 2022.

- 2.** In the said writ petition the appellant/writ petitioner challenged the show cause notice dated March 16, 2020, and the notice to surrender the allotted plot of land, dated June 23, 2020, issued by the respondent/Cooperative Society, respondent no.5, to be precise. Hon'ble Single Judge after a thorough discussion as regards the facts of the case, arguments of the respective parties and the applicable laws, has come to a decision that the appellant/writ petitioner had miserably failed to satisfy the yard stick determined under law, to defy the claim of the Cooperative Society in the letters as mentioned above and also that the appellant/writ petitioner did not come before the Court with clean hands. The Hon'ble Single Bench by dint of the judgment as mentioned above has dismissed appellant's writ petition. Hence, this appeal.
- 3.** Bereft of any unnecessary details the crux of the case may be narrated to be that the appellant and his sister were conveyed the landed property measuring about 4 catthas by execution of the registered deed of sale on January 12, 1984. Later on by virtue of execution of deed of gift by his sister, the appellant owned the entire property. In 2004, i.e, November 23, 2004 the Society issued a 'no objection' certificate in favour of the appellant and his said sister, for grant of mutation of the land in their name by the Kolkata Municipal Corporation. Later on in 2006, i.e, on December 8, 2006, the Society

issued share certificate for 20 (twenty) shares in favour of the appellant and his sister, As stated earlier, in 2012, i.e, July 6, 2012. Sister of the appellant executed the deed of gift, to gift her share in the property in favour of the appellant. According to the appellant since the date of conveyance, i.e, January 12, 1984 till March 2020, the appellant either solely or jointly with his sister (before execution of deed of gift by the said sister), held and possessed the concern property absolutely and unencumbered, in exclusion of any other, interfering thereto.

4. The circumstances took a different shape when vide a show cause notice dated March 16, 2020, the Society asked the appellant and his sister to show cause as to the alleged violation of the provisions of the West Bengal Cooperative Societies Act, 2006, for failure to settle the said landed property. Appellant replied to the same on May 15, 2020. Before that on March 21, 2020, i.e, after the date of said show cause notice by the Society, the appellant by a written communication dated same, informed the Society and urged before it for cooperation, in the matter of sanction of the building plan which, he said, was pending before the appropriate authority at that point of time for sanction.
5. On June 23, 2020, the Society again communicated a written representation to the appellant, asking him to surrender membership within 7 (seven) days from receipt of the notice and informing him

that the Society would be at liberty to allot and transfer the plot as per law, to a new member without any further notice to the appellant.

6. The appellant in his writ petition has challenged the two letters as stated above, i.e, on March 16, 2020 and June 23, 2020, though unsuccessfully, resulting into his filing this appeal.
7. A point has been raised in this appeal of maintainability of the writ petition, by the Society. Mr. Jayanta Kumar Mitra Ld. Senior Advocate, representing the Cooperative Society has advanced arguments challenging maintainability of the writ petition on grounds, more than one. It is stated that the respondent/Society which has been represented by Mr. Mitra is neither the State nor the instrumentality of the State. It is a Cooperative Society registered under the West Bengal Cooperative Society Act, 2006 and any trapping of a State is absent, in its case. To emphasise this point Mr. Mitra has strongly relied on the By-laws of the Society particularly on the ground that the said By-laws are the constitution of the Society. By-laws (6) and (9), have been specifically relied on. On this point Mr. Mitra has also relied on the following judicial pronouncements too, to fortify his submissions:-

- (i) **Ajay Hasia & Ors. vs. Khalid Mujib Sehravardi & Ors.** reported in (1981) 1 SCC 722,

(ii) Ramana Dayaram Shetty vs. International Airport Authority of India & Ors. reported in **(1979) 3 SCC 489.**

8. According to Mr. Mitra Said Society cannot be termed as a State or any other authority in terms of Article 226 of the Constitution of India.
9. The second limb of submission of Mr. Mitra on this point of maintainability would be that the functioning of the Cooperative Society is entirely private in nature without having any public element in its activities. The Society does not render any public service, the primary motive behind its operation is only to earn returns and profits. Accordingly, as per Mr. Mitra, no trappings of State in accordance with Article 226 of the Constitution of India would be attracted in the case of Cooperative Society and a writ would not be maintainable.

On this point he has relied on the following judgments:

- (i) General Manager, Kisan Sahkari Chini Mill Ltd, Sultanpur, U.P vs. Satrugan Nishad & Ors.** reported in **(2003) 8 SCC 639,**
- (ii) Supriyo Basu & Ors. vs. W.B. Housing Board & Ors.** reported in **(2005) 6 SCC 289.**

10. On the point of non-maintainability of the writ petition Mr. Mitra would further submit that inaction on part of the appellant is only violation of the terms of mutual contract between the parties in this

appeal. It is only an individual wrong which the appellant desires to remedy, that having no public element as its integral part. Hence, these questions cannot be taken up by way of a writ petition under Article 226 of the Constitution of India. Mutual contract of private nature is not amenable to writ jurisdiction.

On this point Mr. Mitra relied on a judgment of **St. Mary Education Society & Anr. vs. Rajendra Prasad Bhargave & Ors.** reported in **2022 SCCOnline SC 1091**.

11. Mr. Mitra also submits that the writ petition by the present appellant/writ petitioner would not have been maintainable being premature. The appellant has only been issued a show cause notice by the respondent/Society. Issuance of show cause notice would not give rise to any cause of action to the appellant, as it does not amount to an order adverse to the interest of any party, affecting his rights. Show cause notice does not infringe anybody's right. It would be only when any final decision is taken by the Society after considering appellant's reply to the show cause notice, he may say that any of his rights has been infringed, not before that. Therefore, according to Mr. Mitra writ petition would not have been maintainable being premature.

On this point Mr. Mirta has relied on the judgment reported in **(2012) 11 SCC 565 (Secretary Ministry of Defence & Ors vs. Prabhash Chandra Mirdha)**.

12. Mr. Mitra has also emphasized that the appellant being equipped with an alternative remedy as per Section 102 of the West Bengal Cooperative Society Act, 2006, could not have maintained the writ petition successfully in a Court of equity.
13. The point of maintainability of the writ petition as raised by the Cooperative Society in this appeal has been strongly controverted on behalf of the appellant. Mr. Kalyan Bandopadhyay, Ld. Senior Advocate appearing for the appellant has stressed that if a private company/body/person violates any statutory provision or abuses it, a writ could be issued in that case. He has submitted that the Society in this case by wrongly invoking provision under Sections 87 and 88 of 2006 Act, abused power vested in it by law and as a consequence thereof appellant is benefitted with the protection under Article 300A of the Constitution of India.

He has relied on the following judgments in resisting challenge as to the maintainability :

- (i) **Federal Bank Ltd. vs. Sagar Thomas & Ors.** reported in **(2003) 10 SCC 733,**

- (ii) **U.P. State Cooperative Bank Ltd. vs. Chandra Bhan Dubey & ors.** reported in (1999) 1 SCC 741,
- (iii) **Binny Ltd. vs. Sadasivan & Ors. with D.S. Veer Ranji vs. Ciba Speciality Chemicals (I) Ltd & Ors.** reported in (2005) 6 SCC 657,
- (iv) **Tukaram Kana Joshi & Ors. vs. Maharashtra Industrial Development Corporation & ors.** reported in (2013) 1 SCC 353.

14. It has further been submitted that the point taken by the respondent/Society of the writ petition being a premature one should not at all have any force in it, in view of the fact that Society's letter dated June 23, 2020, sufficiently discloses a final determination and decision by it regarding appellant's plot of land and the said letter is only a communication of such final determination of the respondent society.
15. The point of maintainability of the writ petition, as raised by the respondent Co-operative society and discussed above, may again be taken up at a later and appropriate stage.
16. So far as the merit of this appeal is concerned there are several points argued by Mr. Bandopadhyay on behalf of the appellant which may be summarised, as follows.
17. It is stated that the registered deed of conveyance dated January 12, 1984 did not contain any covenant and/ or condition that the

appellant being the purchaser of the land had to construct a dwelling house thereon within a specified period. It is submitted that the respondent/Society excluded the appellant from the operation of the By-laws, by striking of the relevant paragraph in the deed of conveyance dated January 12, 1984.

- 18.** The appellant says that West Bengal Cooperative Society Act, 2006, under provision of which Act, impugned show cause notice and termination notice were sent to the appellant, was not at all applicable in case of the appellant. It is stated that 2006 Act came into effect on May 25, 2010, whereas the appellant owned and possessed the said plot of land since January, 1984. The previous (repealed) Acts, i.e, Acts of 1973 and 1983 did not stipulate any pre-requisite that one had to complete the construction within a specified period. It has been submitted that the question of applicability of Section 88 of 2006 Act does not at all arise in case of the appellant as the same would not have any retrospective affect.
- 19.** It has further been submitted that the By-laws by which the Society is alleging the appellant to be bound, would also not be applicable in appellant's case. Clause 7(b) of the By-laws, is outside the purview of 1940 or 1973 or 1983 Acts.

- 20.** Mr. Bandopadhyay has specifically pointed out that the Repealed Acts, i.e, Acts of 1940, 1973 or 1983 did not contain any provision akin to Sections 87 (1) (e) and 88 (a) of 2006 Act.
- 21.** Mr. Bandopadhyay, would further submit that the expression 'member' in Section 88 of 2006 Act would mean and refer to the 'new members' as described in Section 87 of the same. According to him the legislature by its own wisdom has excluded all existing members under the Acts of 1940, 1973, 1983. Mr. Bandopadhyay, would further submit that prior to coming into force of 2006 Act the Society had not taken any steps as regards the appellant or the land allotted to him which could have been saved under the 'repeal and saving' clause of 2006 Act, i.e, Section 6 of the 2006 Act. Therefore, according to him a 'saving' clause shall have no manner of application to the issues involved in this case.
- 22.** Lastly, Mr. Bandopadhyay has emphasized that confiscation of allotted land on the allegations of infringement of any statutory provision is a penal action and cannot be applied against his client retrospectively. Accordingly, Mr. Bandopadhyay has further emphasized that the Hon'ble Single Judge has approached erroneously, considered the facts and the legal provision on wrong perspective and has arrived at a decision which would not be maintainable in the eyes of law.

Hence, he has sought for setting aside the impugned judgment dated April 19, 2020.

23. The following judgments have been referred to by Mr. Bandopadhyay during his argument:

- (i) **(2015) 16 SCC 604 (R. Radhakrishnan & Ors. Vs. Secretary, State of Tamil Nadu & Ors.)** [Para 3, 4] – A statute which affects substantive rights is presumed to be prospective unless made retrospective.
- (ii) **(1983) 3 SCC 33 (A.A. Catton vs. Director of Education & Anr.)** [Para 5] – It is well settled that no retrospective effect should be given to any statutory provision so as to impair or take away an existing right, unless the statute either expressly or by necessary implication directs that it should have such retrospective effect.
- (iii) **(2021) 10 SCC 210 (Assistant Excise Commissioner, Kottayam & ors. Vs. Esthappan Cherian & Anr.)** [Para 16, 17] – In the absence of express statutory authorisation, delegated legislation in the form of rules or regulations, cannot operate retrospectively.
- (iv) **(2010) 1 SCC 756 (Edukanti Kistamma & Ors. vs. S. Venkata Reddy & Ors.)** [Para 26] – Beneficial legislation requires interpretation to advance social and economic justice and enforce the constitutional directives and not to deprive a person of his right to property.
- (v) **(2012) 7 SCC 683 (Union of India & Ors. Vs. S. Srinivasan with Union of India & Ors. Vs. Saroj Kumar Shukla & Ors.)** [Para 21 to 31] – If a rule goes beyond the rule-making power conferred by the statute, the same has to be declared ultra vires.
- (vi) **(2018) 10 SCC 1 (Navtej Singh Johar & Ors. Vs. Union of India with Keshav Suri vs. Union of India with Arif Jafar vs. Union of India & Ors. with Ashok Row Kavi & Ors. Vs. Union of India & Ors. with Anwesh Polluluri & ors. Vs. Union of India with Akkai padmashali vs. Union of India)** [Para 253] – Manifest

arbitrariness of a provision of law can be ground for declaring a law as unconstitutional.

(vii) (2018) 8 SCC 281 (Bhaskar Shrachi Alloys Limited & Ors. Vs. Damodar Valley Corporation & Ors.) [Para 40 to 43] – Subordinate legislation must operate under the control of the legislature from which it derives its authority.

(viii) (2017) 7 SCC 323 (Power Machines India Limited vs. State of Madhya Pradesh & Ors.) [Para 25,26] – A delegatee cannot extend the scope or general operation of the enactment but power is strictly ancillary.

24. Mr. Mitra on the other hand, while representing the respondent/Society, over and above the point raised regarding maintainability of the writ petition, has submitted as follows:

25. That appellant's action has amounted to infringement of specific provisions of By-laws of the Cooperative Society, specifically By-law [7 (b)]. It is submitted that the said provision of the By-laws of the Cooperative Society would require the allottee of a land to settle on it within a period of 5 (five) years from the date of allotment, meaning thereby that the appellant would have to complete construction of a building for residential purpose on the allotted land within a period of 5 (five) years. According to the provisions, failure on his part to comply with this primary condition would render his expulsion from Society's membership and also forfeiture of the share money, by way of compensation. It has been submitted that the By-laws have also empowered the Society to take back the land earlier allotted to him

and return the price paid by him, after deducting any contribution or expenditure, subject to the approval of the same in the general meeting of the Society.

- 26.** The Society has strongly relied on the admission by the appellant regarding his being subject to the By-laws of the Society. It has been pointed out in his letter dated May 15, 2020, the appellant has accepted a substantial delay in complying with the terms of the By-laws. This, according to Mr. Mitra has led to the appellant's estoppel to disown the said By-laws of the Society or refusing to abide by the terms thereof, on any ground what so ever. Hence, according to him the arguments raised as to the very applicability of the provisions of By-laws of the Society would not affect the right of the Society regarding the defaulting member.
- 27.** Sufficient emphasis has been laid regarding Section 87 (1) (e) of the West Bengal Cooperative Society Act, 2006 and Rule 131 (3) (a) (ii) of the West Bengal Cooperative Societies Rule, 2011, to submit that the sole purpose for allotment of land to any person under the said statute would be to satisfy the 'genuine need' for housing or additional accommodation of the said person and not otherwise. The 'genuine need' of the allottee shall be considered to be sacrosanct at the time when the allottee, in compliance with the statutory provision completes construction of residential house on the concerned plot of

land for the purpose of his residence. Non-compliance of this provision of the law, is stated to have an implication to the fact that the allottee may not have any such 'genuine need' for what purpose, the land was allotted to him. Considering the dire usefulness of the provisions made under the statute, any inaction over the same would also be treated strictly, to restore the sanctity of the purpose of law, it is submitted. In this case, it is pointed out that the appellant though having owned the plot of land for about 50 (fifty) years, has failed to make any construction over there for his residential purpose without any justifiable reason. Under such circumstances he is amply amenable to the statutory provision regarding non-compliance thereof and he shall not be legally and justifiably competent to challenge the show cause notice issued by the Society.

- 28.** Mr. Mitra has further stated that vide Section 6 of the 2006 Act, the earlier enactment has been repealed and all the actions taken under the same have been saved. It is emphasized that the said 'repeal and saving' Clause would indicate not only validating the action taken under the earlier Acts but also that taken under the By-laws. It is stated that in fact Section 6 (3) validates all actions taken under the By-laws which have been registered under the earlier Acts. By referring to Section 154 of the 2006 Act, it has been pointed out that the said enactment shall have over riding effect notwithstanding

anything contained in any other law or in any contract or in any instrument having effect of law by virtue of any enactment. Hence, it is submitted that the question of applicability of 2006 Act, in respect of the transaction involved in this case would not be open to any question on part of the appellant.

29. Next argument of Mr. Mitra is that the action taken against the appellant, i.e, issuance of show cause notice or the subsequent letter, would not amount to be a 'penalty' as envisaged under the said 2006 Act. By referring to Sections 149 to 153 of the said Act, it has been submitted that only those provide for the offences penalties and procedures. Anything beyond the scope of those Sections would not be termed as any penal action so as to restrict to be retrospective, under Article 20 of the Constitution of India. However, regarding the proposition that the penal provision cannot be retrospectively attracted, no serious objections have been made in view of Article 20 of the Constitution of India.

30. The law is now clearly and categorically settled that the cooperative society is the genesis and members thereof are the species. Member's rights cannot in any event overshadow that of the greater rights and interest of the cooperative itself. By now it is well established position that once of a person becomes a member of the Co-operative Society,

he loses his individuality with the Society and he has no independent rights except those given to him by the statute and by laws.

31. A case reported in **(2010) 14 SCC 230 (Iswar Nagar Co-operative Housing Building Society vs Parma Nand Sarma & Others)**, may be referred to in this regard, where the Supreme Court has laid down as follows:

“18. A cooperative society may be defined as a voluntary association of individuals combined to achieve an improvement in their social and economic conditions through the common ownership and democratic management of the instruments of wealth. (Vide Row's Encyclopaedia of Cooperative Societies Law in India, Vol. 2, p. 1.) (Experience has shown that voluntary organisations like cooperative societies are the best system which can suit the needs of poor and weaker sections. The object of a cooperative society is not to earn profits but to enable the members to improve their economic conditions by helping them in their pursuits.) (Thus, the cooperative societies like the present one which seek to obtain the land at concessional rate from the Government and to build houses must necessarily have a limitation in that only members who are in real need of houses should be permitted to become members and to take the benefit of land allotment. In the garb of a cooperative society, a person cannot be permitted to avoid the stress of market prices and take a concessional advantage in obtaining a plot). Thus Rule 25(2) does not in any manner go beyond the ambit of rule-making authority given under Section 97(1) of the Act.”

32. Keeping in mind this broad perspective in this case, let us now proceed to throw back to the factual background of this case. In 1984, the appellant was conveyed with the rights and possessions as regards the concerned plot of land, by respondent/Cooperative Society. The governing statute on that point of time was the West Bengal Cooperative Societies Act, 1983. The Cooperative Society was

governed and run under the registered By-laws, framed within the authorities of the said statute, for such purpose. According to Sections 17 (1) and 17 (3) of 1983 Act the By-laws of the Cooperative Society would serve the purpose of carrying out society's functions under the statute and also that the By-laws would be consistent with the provision of the Act and Rules. Therefore the moment By-laws of a Society is registered, it would be implying sufficiently that the By-laws are in terms of and consistent with the Act and the Rules. The registered By-laws in operation, in exercise of the provisions under which the appellant has obtained the plot of land from the Cooperative Society, cannot be challenged at a later stage when the other provision of the same has already been made applicable to the appellant. The claim which the appellant is holding over the plot of land is the outcome of such application of the provisions of the By-laws which permitted allotment of land to him, by the Society. Once accepting and undergoing the fruits in exercise of the provisions of the said By-laws of the Society, the appellant is now not permitted under the law, to defy the same, when due to his noncompliance the Society is about to invoke and execute expulsion policies under the said By-laws. The appellant is not permitted under law to approbate and reprobate at the same time. Therefore on this score the argument advanced on behalf of the appellant raising challenge as to the vires of

the By-laws on the ground of it being inconsistent with the statute, is misconceived. Rather, this Court, agrees with the submissions advanced by Mr. Mitra, that the appellant would be barred by estoppel, in this regard.

- 33.** Legislation, according to its own wisdom has accredited By-laws of the Cooperative Society to govern the functions of the Society, in addition to the statutory provisions. Hence, force of the By-laws, as independent source of regulatory laws of the Society, should not be ruled out, even if the making thereof would be subject to the authorisation under the principal statute, in this case the Act of 1983.
- 34.** On the discussions made as above there would be no hesitations in finding that vide the savings clause under Section 6 of the 2006 Act, all the previous acts of the Cooperative Society done either under the Repealed Act or the By-laws are saved. As a matter of the fact Mr. Mitra has categorically pointed out to Sub-Section 3 of Section 6 of 2006 Act to emphasize on the argument that the By-laws are also saved, so far as they are not inconsistency with the provision of the present Act. No doubt from the very literature of the By-laws governing the appellant, the inconsistency has never been apparent.
- 35.** There is no dispute regarding the fact that the appellant has not been able to make construction on the land obtained from Cooperative

Society and use the same for any 'genuine need' of him. Thus the very purpose of allotting land through the Cooperative Society to an individual to support him at the time of eminent requirement of residence, is seen to have been frustrated. The appellant has done away with a new construction and carried on with life elsewhere. Hence, it can well be construed in this case that he never had requirement for land for which a Cooperative Society might hand it over to him.

- 36.** As discussed earlier, the savings clause in 2006 Act has saved the actions taken under the previous Act now repealed or the By-laws and thus the mandatory nature of the condition that the appellant had to construct and settled on the land obtained from the Cooperative Society within a specified period of time, would be binding on the appellant. This condition is a condition precedent, for continuation of appellants rights to the land, obtained by him under the principles of cooperation. This precondition is embodied in the By-laws, as well as in the 2006 Act. As regards the applicability of the relevant provisions of 2006 Act, the Hon'ble Single Judge is enough eloquent in his findings, to warrant no manner of ad-ons to be supplemented therein. We fully endorse the same. The 2006 Act, having saved the previous actions under the By-laws of the Society, would now come to be exercised to promote principles of 'Cooperation'. Any situation is only

inconceivable, when the appellant, being the beneficiary, would not be governed by any statutory provision, meant to promote those principles.

- 37.** Regarding the point raised on behalf of the respondent/Co-operative Society, of maintainability of the writ petition, it can be said that, the said society, excepting serving its members, pursuant to the prevalent law and By-law, has not been working for promotion and preservation of any public purpose. Admittedly, it is a society to provide for its members and any action thereof would not influence, control or govern the public at large.

The argument advanced on behalf of the Co-operative Society by Mr. Mitra that, the same is neither the 'State' nor any instrumentality of the State, and that it does not render any public service and the primary motive of its operation is only to earn returns and profits, appear to be convincing, in the light of the judgment relied on by the Id. Sr. Council, which have been mentioned above. Accordingly the traits of a State could not be attracted in case of the Co-operative Society/respondent herein. The agreement entered into by the appellant with this Society would be a contract executed between two private entities, i.e, the appellant and the respondent/Society, the dispute relating to which shall never be amenable to writ jurisdiction of this Court.

The Hon'ble Supreme Court has held that even if the State enters into the field of ordinary contract, the relations would no longer be governed by the constitutional provisions but by the legally valid contract which determines rights and obligation of the parties inter se. In some other case, it was determined by the Hon'ble Court that even in case of a statutory entity, once the parties have accepted the conditions of contract by entering into same, they can only claim right conferred upon them by the said contract and are bound by the terms of the same. The decisions of the Court reported in **AIR 1977 SC 1496 (Radhakrishna Agarwal & Ors. Vs. State of Bihar & Ors.)** and reported in **(1989) 2 SCC 116 (Bareilly Development Authority & Anr. Vs. Ajai Pal Singh & Ors.)** may be referred to, in this regard.

- 38.** Thus being the provision of law settled and also the present Co-operative Society having been found not to have any tenet of being a 'State' or instrumentality of State, it was not open for the appellant to approach this Court of equity on the plea of infringement of any of his fundamental rights and or prejudice caused by any action of the Co-operative Society. In other words the writ petition would not have been maintainable, in this case against the respondent/Co-operative Society.

Over and above the points on merit, this preliminary point maintainability of the writ petition is also answered against the appellant.

- 39.** Upon such discussion of the matter, the findings of the Hon'ble Single Judge appear to be just fair and proper, not to warrant any interference by this Appeal Court to the same.
- 40.** Hence, this appeal fails. The impugned judgment of the Hon'ble Single Judge dated April 19, 2022 in W.P.A No. 4425 of 2022 is hereby upheld.
- 41.** Urgent certified website copies of this judgment, if applied for, be supplied to the parties subject to compliance with all the requisite formalities.

I agree,

(Rai Chattopadhyay,J.)

(Arijit Banerjee,J.)