

WPA 12839 of 2023
Birendranath Karan
Vs.
The State of West Bengal & Ors.

Mr. Sabyasachi Chatterjee,
Mr. Pintu Karan,
Mr. Sahab Uddin Laskar

...for the Petitioner

Mr. Uday Sankar Chattopadhyay,
Mr. Santanu Maji,
Mr. Subhayu Das

...for the Respondent Nos. 5 & 6.

Mr. Rabindra Narayan Dutta,
Mr. Hare Krishna Halder

...for the State

Affidavit of service filed today be taken on record.

The case of the petitioner is that he is a tenant by virtue of an agreement of tenancy dated October 30, 2004 originally one Dilip Kumar Chakraborty. Dilip Kumar Chakraborty sold out tenanted premises to respondent nos. 5 & 6. The petitioner works as Gramin Bank Sahayak and tenanted room is used as the office of Gramin Bank Sahayak. It is alleged on behalf of the petitioners that the private respondents have been tried to take forceful possession of the subject room. Ultimately, on 18th May, 2023, the private respondents with their men and agents have put a padlock on the main door of the property dispossessing him, otherwise than due process of law. The petitioner informed the police authority about the incident but no step was taken by the police.

The learned advocate on behalf of the respondent nos. 5 & 6 submits that the father of the petitioner was originally a tenant in respect of the said shop room and the petitioner was not the tenant.

The learned advocate on behalf of the State has filed a report submitted by the Officer-in-Charge of Udaynarayanpur Police Station. Though the learned advocate for the respondent nos. 5 & 6 submits that the petitioner is not a tenant under one Dilip Kumar Chakraborty but the tenancy agreement clearly shows that it was executed between Dilip Kumar Chakraborty and the petitioner Birendranath Karan. In view of existence of specific tenancy agreement, I am not in a position to hold that the petitioner is not a tenant in respect of the subject shop room.

From the report of the police authority, it is ascertained that a civil dispute between the petitioner and the respondent nos. 5 & 6 is pending since long and the police authority has no scope to intervene into the issue between the petitioner and the respondent nos. 5 & 6.

The law is trite on the point that a tenant cannot be affected otherwise in due course of law. I have already held that the petitioner was indicated as a tenant by virtue of an agreement for tenancy. The subsequent purchasers cannot throw him out from the subject room forcefully without taking any legal recourse in the form of

suit for eviction.

Considering such aspects of this matter, this Court is entitled to get back his possession over the subject room. Accordingly, the petitioner is at liberty to possess the subject room and if any law and order disturbance takes place by possessing the subject room, the police authority shall render police help and assistance to the petitioner.

With the above order, this writ petition is disposed of.

Urgent certified *website* copies of this order, if applied for, be made available to the parties upon compliance with the requisite formalities.

(Bibek Chaudhuri, J.)