

7th December, 2023
(D/L No.55)
(SKB)

W.P.A. 15778 of 2011

Shyamal Kumar Das
Versus
State of West Bengal and others

Mr. Achyut Basu,
Ms. Punam Basu,
Mr. Srikumar Chakraborty
... for the petitioner

Mr. K. J. Yusuf,
Ms. Rupsha Chakraborty
... for the respondents

Affidavit of service filed in court today is taken on
record.

The present writ petition was preferred on primary
prayer for following relief:

*“a) A writ of and/or writ in the nature of mandamus
should not be issued commanding the respondents
concerned to settle the dues if any for completion of lease in
terms of 999 years which is under the possession of
petitioner and also directing the concerned respondents to
settle the execute the lease deed with the petitioner as per
agreement complying all formalities within a stipulated
time.”*

Capsulated facts as projected in the writ petition
are that one Manindra Nath Saha was granted lease of a
plot of land of Block-B of the proposed town planned to
have been established in pursuance of the Scheme
commonly known as Kalyani Town(Kanchrapara
Development Scheme) of Government of West Bengal by
Assistant Secretary, Development Department,

Government of West Bengal by virtue of one deed of lease dated 26.03.1964.

Subsequently, Manindra Nath Saha transferred the lease-hold interest of said plot of land in favour of the petitioner by executing one 'Indenture of Transfer' dated 4th December, 1968. The said transfer of leasehold interest of the plot of land was accepted by the Estate Manager and Ex-Officio Assistant Secretary, Development and Planning Department, Government of West Bengal *vide* his Memo dated 18.09.1969.

As per the terms and conditions incorporated in Clause 9(c) of the deed of lease dated 26.03.1964, the lessee was required to construct the building as per extent building rule and in terms of the sanctioned plan within five years from the date of lease i.e. within 26.03.1969.

Although, the leasehold interest of the plot of land was transferred in favour of the petitioner but the petitioner did not make any construction on the said plot of land. Consequently, show-cause notice was issued to the petitioner on diverse dates and, ultimately, by a letter vide No.636 dated 23rd May, 2011, the lease agreement was terminated and/or cancelled by the Estate Manager, Kalyani Urban Development Department, Government of West Bengal.

Immediately, after cancellation and/or termination of the lease agreement, the petitioner made representation to the Estate Officer on 1st June, 2011 and the petitioner also made representations to the other functionaries of the State and even to the Principal Secretary of the Urban Development Department, but despite receipt of such representation, the respondents maintained deceptive silence. Consequently, the petitioner has been constrained to approach this court by preferring this writ petition.

During the course of hearing, this court passed one interim order in terms of prayer 'c' of the writ petition. Prayer 'c', as appended to the writ petition is reproduced herein below:

“c) An interim order of injunction restraining the concerned respondent No.2 from arranging any lottery for the said plot of land being No.B-2/382, Kalyani, Nadia to any other person except your petitioner till the disposal of the Rule and further an interim order directing the concerned Respondent to send the draft lease deed in order to complete the lease hold interest under 999 years pending disposal of the Rule.”

Record reveals that the interim order which was passed on 11th November, 2011 by a co-ordinate Bench was extended from time to time. Lastly, by an order dated 17.10.2012, a coordinate Bench of this Court directed that the interim order will continue until further order.

During course of hearing, Mr. Basu learned advocate appearing for the petitioner submits the

petitioner would be satisfied if a direction is given upon the respondent no.2 being the Estate Manager, Kalyani and Officer on Special Duty & Ex-Officio Deputy Secretary, Urban Development Department, D.C. Building, Kalyani, Nadia, to consider his representation and take a decision on the representation in accordance with law.

Learned advocate appearing for the State respondents submits that if the matter is relegated to the respondent no. 2, the grievances ventilated by the petitioner in his representation will be addressed.

In view of such submissions of the respective parties, the writ petition is disposed of by directing the respondent no.2 to consider the representation of the petitioner dated 1st June, 2011 (Annexure 'P5' to the writ petition) after affording an opportunity of hearing to the petitioner in accordance with law. If the petitioner's claim succeeds, the respondent no.2 shall take next follow up action in accordance with law. If the petitioner's claim is found to be not tenable, a reasoned order shall be passed and such reasoned order shall be communicated to the petitioner. The entire exercise shall be completed within three months from the date of communication of a copy of this order.

Till the decision is taken on such representation, the respondent authority shall not take any steps to

create any third party interest in the plot of land in any way and/or manner whatsoever.

It is clarified that I have not entered into the merits of the case. All points are kept open for consideration by the respondent no.2.

With these observations and order, the writ petition is, thus, disposed of. There shall be no order as to the costs.

(Partha Sarathi Chatterjee, J.)