

IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
ORIGINAL SIDE

APO/75/2022
With
WPO/672/2010

THE WEST BENGAL HOUSING BOARD
Vs.
SRIMATI SAROJ SHAH & ORS.

Before: The Hon’ble Justice Arijit Banerjee
&
The Hon’ble Justice Apurba Sinha Ray

For the Appellant	: Mr. Soumya Majumdar, Adv. Mr. Paritosh Sinha, Adv. Mr. Amitava Mitra, Adv. Ms. Antara Choudhury, Adv.
For the Respondent No. 1	: Mr.Reetobrata Mitra, Sr.Adv. Ms. Urmila Chakraborty, Adv. Mr. S.Kanodia, Adv.
For the State	: Ms. Tapati Samanta, Adv.
CAV On	: 12.12.2022
Judgment On	: 11.04.2023

Apurba Sinha Ray, J. :-

1. The Housing Board commenced a project under the name and style of Eastern High, New Town, at Kolkata, which offered allotment of flats on the basis of a lottery. The respondent No. 1 Smt. Saroj Shah applied for

allotment of a type C flat at Eastern High at New Town and paid a sum of Rs. 2,00,000/- as application money. A provisional letter of allotment dated 23.04.2008 for one HIG-C Type flat was issued in favour of the respondent No. 1 Smt. Saroj Shah on certain conditions. On 24.07.2008 the appellant issued a letter informing the writ petitioner/respondent that there would be a delay in completion of the said project and the same is expected to be completed by December, 2009 instead of December, 2008 as proposed earlier. On 20.10.2009 the appellant issued a letter to the writ petitioner/respondent no. 1 asking her to inform whether she had submitted payment particulars to the office of the appellant. On 06.11.2009 the writ petitioner/respondent submitted a representation before the Appellant Board requesting the Board to allow her to deposit the allotment money with penal interest if any. The appellant Board cancelled the provisional allotment in favour of the writ petitioner for non-payment of allotment money and informed the same to her by sending a letter dated 11.12.2009. The writ petitioner made a representation on 23.12.2009 to the Appellant Board for recalling the cancellation letter dated 11.12.2009. On 29.03.2010 the Appellant issued a memo refusing to allow the petitioner to deposit the allotment money. On 14.05.2010 the writ petitioner filed Writ Petition no. 672 of 2010 and after hearing the parties the Learned Single Judge allowed the writ petition on 10.06.2022.

2. In allowing the writ petition, Learned Single Judge has been pleased to hold, inter alia, that the contention of the Appellant Board regarding

issuance of the letter dated July 24, 2008 erroneously in favour of the writ petitioner cannot be sustained in law as the same is clearly an outcome of afterthought. The Learned Single Judge has further held that as by the letter dated July 24, 2008 the Appellant Board extended the time for completion of the construction in the project and waived the payment of penal interest on default of the stage wise payment, the time became no more essence of the contract for making payment of consideration for said flat. The Learned Single Judge was also pleased to hold that as the writ petitioner had the scope of paying the balance amount with penal interest after 120 days from the scheduled date of payment, and as the said communication dated July 24, 2008 in fact altered and/or modified the original terms under the contract entered into by and between the parties, therefore the Housing Board could not take the plea that time was the essence of the contract any further. The Learned Judge has also pointed out that when the writ petitioner by her letter dated November 4, 2009 had agreed to pay penal interest on the allotment money, the cancellation of allotment at the instance of the Appellant Board on 11.12.2009 even before the expiry of the extended period for completion of the project as stipulated in the said communication dated July 24, 2008, was clearly wrongful and arbitrary. According to the Learned Single Judge, the Writ Court sitting in equitable jurisdiction while adjudicating a writ petition should also balance the equity between the parties, in an appropriate case. Had the allotment of the said flat not been cancelled, the petitioner would have had to pay the entire consideration in or about December 2009 for taking possession of her flat.

Even though the Housing Board had waived the payment of penal interest, it could have received the entire consideration from the petitioner at least in or about December 2009 or contemporaneously immediately after completion of the housing project. Accordingly, the writ petitioner was directed to pay the balance consideration in terms of allotment letter dated April 23, 2008 for a sum of Rs. 46,81,7000/- after adjusting the application money paid already. The petitioner was further directed to pay a further consolidated sum of Rs. 4,00,000/- in addition to the sum of money referred to above within a certain stipulated period and on receipt of the entire payment, the Appellant Board was directed to execute necessary conveyance in favour of the Writ Petitioner no. 1.

Submission from the bar

3. Learned Counsel appearing for the appellant, Mr. Soumya Majumder, has argued that although the allotment letter defers payment of penal interest for default but the said clause is applicable only in respect of buyers who were making payments at different stages of the construction. But the present respondent was a buyer of one time payment mode and therefore the said clause is not applicable to her. Learned Counsel has further pointed out that even assuming that the writ petitioner had a right to make payment within 120 days with interest on delayed payment beyond 60 days, the terms of allotment categorically stipulates that in case of failure to pay with penal interest after 120 days from the schedule date of payment, there

would be automatic cancellation of allotment, and, therefore, in the case of the present respondent no. 1 the period of 60 days expired on 22nd June, 2008 and the period of 120 days expired on 22nd October, 2008. The Hon'ble Single Judge has also recorded that the last date for making payment was 22nd October, 2008. The Board's letter dated 24.07.2008 by which the date of completion of the project was extended from December, 2008 to December, 2009 was applicable in respect of those allottees whose payments fell due then onwards, meaning thereby, from July 24, 2008 onwards. The writ petitioner's payments did not fall due from July 24, 2008 onwards. It had fallen due on 22 June, 2008. In any event the extension letter, if it is read as a whole, clearly indicates that the compensation from the Board was done away with and reciprocally the penal interest was waived only for a particular category of buyers who would have a grace period of one year. The altered conditions of the Brochure through correspondence is not an unqualified extension of time to make payment for all categories of buyers. As the writ petitioner was not a stage payment buyer she had no right to claim compensation from the Board. It is therefore clear that the letter dated 24.07.2008 was not applicable to the petitioner's case. Mere sending of the letter to the petitioner neither creates any right in favour of the writ petitioner, nor could it be said to have altered the terms of the allotment of the writ petitioner. A correspondence as stated above clearly indicates that time was not the essence of contract between the Board and the writ petitioner. Extension of time, if applicable at all, would also suggest that

time was not the essence of the contract as envisaged in Section 55 of the Indian Contract Act, 1872.

4. Learned Counsel for the appellant has further submitted that the Hon'ble Single Judge proceeded on an erroneous interpretation. Admittedly, there were two types of buyers namely stage payment buyers and one time payment buyers. The writ petitioner was not a stage payment buyer. Under the Brochure a stage payment buyer is one whose liability to make payment is staggered by way of installments. There is a schedule shifting payment during construction period with reference to the mode of payment. The Learned Counsel has also pointed out the mode of payment in Brochure while referring to two types of payment uses 'or' as a disjunctive clause. The said mode of payment permits levy of penal interest only in stage payment during construction period and entail automatic cancellation in case of delay in depositing the amount with penal interest after 120 days from the schedule date of payment. The first communication made by the writ petitioner expressing intention to deposit the amount with penal interest was on 6 November, 2009. This was obviously beyond the terms of allotment or provision of the letter dated 24 July, 2008 if the same could at all be said to be applicable to the writ petitioner. The Board's letter dated 28 October, 2009 could only be said to be a scrutinisation process to eradicate any ministerial slip; and not aimed at conferring any special right in favour of the writ petitioner. Any other construction would lead to treating equals as unequals or singling out the writ petitioner for conferring a special benefit

not envisaged in the terms of allotment, the Brochure, or even in the correspondences thereafter. The Learned Counsel strenuously argued that the Hon'ble Single Judge has heavily disregarded the stand of the Board in the Affidavit-in-Opposition that there was a mistake in sending the letter dated 24.07.2008 and 20.10.2009 to the writ petitioner. The appellant submits that neither the extension letter dated 24.07.2008 nor the verification letter dated 20.10.2009 confers any right on the writ petitioner, far less a right can be created through a writ petition. The writ petitioner being a defaulter cannot be treated equally with other defaulters who were buyers on stage payment basis. The writ petitioner ought to be treated alike with other one time payment buyers. According to Learned Counsel of the appellant there can be no legitimate expectation for a defaulter. Moreover, mistake also does not confer any right in favour of the writ petitioner. In support of his contention regarding legitimate expectation the Learned Counsel has cited the case law reported in **(2005) 1 SCC 625 (paras 14 and 15)**. He has also cited case law reported in **(2005) 9 SCC 174 (paras 19 to 21)** to support the view that the terms of contract should be strictly construed. According to him, legitimate expectation does not apply to mistakes and for which he has referred to the case law reported in **(2004) 6 SCC 765**. Learned Counsel of the appellant submitted that the default of the writ petitioner entailed the consequence of automatic cancellation of allotment.

5. Mr. Reetobrata Mitra, Learned Counsel appearing on behalf of the respondent no. 1 writ petitioner submitted that the writ petitioner's balance amount under the allotment letter had fallen due on June 22, 2008 and she had also 120 days more to make payment of the balance amount with penal interest at the rate of 18% per annum. However, after receipt of the letter of July 24, 2008, she bonafide believed that she had a grace period of one year to pay the same without any interest and that the payment is to be made by December 2009 in consequence of shifting of the project completion date from December 2008 to end of December, 2009. The Learned Counsel for the respondent no. 1 has pointed out that in the appeal the Appellant Board for the first time sought to make out a case of two categories of allottees referring to the housing project, namely, one allottee who makes phase wise payment/instalment and the other category of allottees who makes onetime payment. The appellant's case is that the writ petitioner falls in second category and according to the appellant, the letter of July 24, 2008 issued by the Housing Board is inapplicable to the writ petitioner. The Learned Counsel has submitted that by making such a distinction with regard to the applicability of the letter of July 24, 2008 the Housing Board has acted arbitrarily, whimsically and in colorable exercise of power. It is provided that all the flats including common facilities will be completed by the end of December 2008 unless that is prevented due to unforeseen circumstances beyond the control of the Board. The Board will compensate the allottees for the delay thereafter by payment of interest prevailing in savings bank account in the SBI for such inordinate delays for the period from January

2009 up to the date of giving possession. Therefore, the Housing Board has breached its own 'General Terms and Conditions (GTC)' by committing default in not handing over the possession of the flats to the allottees as per scheduled date, and therefore, as it has altered the terms of the said 'GTC', the contract stands novated to that extent. If the contract stands novated the Housing Board cannot ask for specific performance of the contract by asking for payment. It is material to note that there has been an inordinate delay on the part of the Housing Board to complete the construction and the consequence of delay in handing over possession is to pay compensation to all allottees irrespective of whether they are making staggered payment or they are making one time payment from January, 2009 up to the date of giving possession. The writ petitioner is equally affected by the delay and the Board cannot discriminate between the allottees as they are similarly situated having legitimate expectation of receiving physical possession of their flats allotted to them. There is a reasonable expectation in every citizen to be treated fairly in their interaction with the State and its instrumentality. In support of his contention he referred to the case law of **Food Corporation of India Vs. M/s. Kamdhenu Cattle Feed Industries reported in (1993) 1 SCC 71 at paragraph 7 and 8.** During pendency of the writ petition the State has taken multiple adjournments causing serious prejudice to the respondent no. 1 and as such, the State cannot take advantage of its own wrong and claim that value of the said flat with terrace and car parking space has escalated to Rs. 1,57,16,253/-. Such enhancement is not permissible in view of the fact that litigation has been pending and a status

quo order is existing in respect of the flat. In this regard the Learned Counsel has referred to the decision reported in **(2005) 9 SCC 262 paragraph 17 and 18 Kumar Dhirendra Mullick & Others Tivoli Park Apartments (P) Ltd.** The writ petitioner has not been put into possession of the flat and hence is deprived since 2010 despite tendering penalties for the allotment. Accordingly, the Learned Counsel for the respondent no. 1 has prayed for dismissal of the present Appeal and submitted that the judgment passed by the Hon'ble Single Judge of this Hon'ble High Court may be upheld and affirmed.

Decision with reasons

6. After shorning of many details, the letter dated 24.07.2008 is required to be considered at the very outset. According to Learned Counsel of the appellant, the said letter was sent to the writ petitioner/respondent erroneously and in fact, the said letter was actually sent to the buyers who fell under the category of stage payment purchasers. The said letter was erroneously sent to one time purchasers like Smt. Saroj Shah, the writ petitioner/ respondent herein. The Learned Counsel for the appellant has also argued that the contents of the said letter show that it was actually addressed to the persons who were making payments stage wise. In this regard the Learned Counsel has drawn the attention of this court to the Brochure for the Project Eastern High as well as General Terms and Conditions governing all allotments sold by the Board. If we accept that the

said letter dated 24.07.2008 was erroneously sent to the one time buyers like Smt. Saroj Shah, the respondent/writ petitioner, it raises a pertinent question. If the said letter is actually meant for the customers who are making stage payments, then, where is the letter for onetime payment purchasers informing them that the date of completion of the project has been deferred? If we accept the argument of the Learned Advocate of the Appellant in this regard that the same was actually addressed to the stage payment buyers, we shall find from the contents of the said letter that due to certain unforeseen circumstances the Board was compelled to defer the date of completion of the project by 12 months, that is, from December 2008 to December 2009 and the allottees whose payment fell due from them onwards were given a grace period of one year to pay the same without interest and those who had already paid the penal interest on the instalment amount due in February 2008 would be eligible to get the same back by way of refund/adjustment during final payment.

7. Needless to mention, if the said letter was meant only for the persons/customers who were making stage payment, then there would, invariably, **be a second letter addressed to the one time buyers also.** In other words, if we visualize the situation when the letter dated 24.07.2008 was issued, then, one thing would be clear and that is , irrespective of the classes of customers/purchasers, the appellant Board was unable to complete the project by the end of December 2008 as stipulated in the contract initially. We can say it in other way round that the said letter was

actually addressed to both categories of customers and it is not only for the customers who were making stage wise payment. We can take an illustration on this point. The Board is claiming that the said letter dated 24.07.2008 was issued only for the persons who were making stage payment. But had the one time buyer, as per initial agreement, made the entire payment within 60 days or from 120 days with penal interest, could the Board hand over physical possession of the relevant flats to the said category of customers by the end of December, 2008? The answer would be no. It is crystal clear even if the appellant or any other one time buyer paid the entire amount as per initial agreement, the appellant Board could not have delivered physical possession of the concerned flats since the Board was not in a position to complete the project by the end of December, 2008.

8. Therefore, if the said letter dated 24.07.2008 was actually meant only for the customers making stage payment, there should have been another letter addressed to one time buyers informing them that the project could not be completed by the end of December, 2008 and due to unforeseen circumstances it would be completed by the end of December 2009. But unfortunately there is no such separate letter addressed to one time buyers. As such I may state even at the cost of repetition that had the said letter dated 24.07.2008 was actually addressed only to the customers making stage payment, the fact of deferment of completion of the project could have been intimated to the one time buyers also by issuing another separate letter.

9. As the Board is unable to produce any such letter addressed to one time buyers, as indicated above, it appears that the Board is using the letter dated 24.07.2008 as a double edged weapon. The said letter was actually addressed to both categories of customers - informing the one time buyers that the date of completion of the project is deferred and also informing the customers making stage wise payment that completion of the project is delayed and they will be exempted from paying interest and will be entitled to adjustment. Had it not been meant for both types of customers there would have been another letter for the one time purchasers. First edge is that (*assuming that the said letter dated 24.07.2008 was meant only for the stage payment customers and was erroneously sent to the one time buyers also*) had any one time buyer challenged the Board soon after the end of December , 2008 for non- completion of the Project and not intimating them beforehand , the same would have been conveniently dealt with from the side of the Board by referring to the contents of the said letter and by resisting such challenge by contending that the one time purchasers had also been informed. The second edge is that when the tide was over, the Board started to contend that the said letter was issued only to the purchasers opting for stage payment mode and not for one time purchasers including the respondent no. 1, and as the latter failed to pay the balance amount with penal interest within 22nd October, 2008, their allotments stood cancelled.

10. The above proposition cannot be ruled out. It is true that the respondent no. 1 failed to pay by 22nd October, 2008 with penal interest. In

that case the appellant Board could have issued notice soon after 22nd October 2008 to the respondent to the effect that as she failed to pay the balance amount of money with penal interest within 22nd October 2008, her allotment in respect of flat had been cancelled. It appears that no such attempt was made by the Appellant-Board soon or immediately after 22nd October 2008. There is no justifiable reason as to why the Appellant Board waited for about one year to enquire about the payment status of the respondent.

11. It is also found from the allotment letter dated 23.04.2008 addressed to the respondent Saroj Shah that, “ a penal interest at 18% per annum will be levied in case there is any delay in payment of any amount in stage payment during construction period. In case there is any delay in depositing the amount with penal interest after 120 days from schedule date of payment then the allotment will stand automatically cancelled without any further reference to you. The amount already deposited will be refunded in due course as per the general terms and conditions.....”.

12. If that be the condition of the provisional allotment letter dated 23.04.2008, after October 22, 2008 the amount of application money after necessary deduction would have to be refunded within 90 days from such cancellation as per general terms and conditions. It appears that the appellant Board neither cancelled the provisional allotment of the respondent soon after June 22, 2008 nor after October 22, 2008 nor refunded the amount after necessary deduction within 90 days from the date

of cancellation. Neither the appellant was informed that her allotment was cancelled after June 22, 2008/ October 22, 2008 nor the deposited money soon after necessary deduction was refunded back to the respondent within 90 days therefrom. Therefore, the conduct of the appellant Board, in fact, does not support its stand.

13. Needless to mention that the terms of contract must be clear, unequivocal and unambiguous, and accordingly, any action arising out of such contract must also be unambiguous and unequivocal. In this case, if we peruse the contents of the letter dated 24/07/2008, which according to us arises out of the GTC, we shall find that the same are ambiguous and a one time purchaser, like the respondent can easily be misdirected, particularly when the letter was issued in her name. The letter, inter alia, contends that :

“....Allottees whose payments fall due from now onwards shall have a grace period of one year to pay the same without any interest...”

The question is ,now, not what the Board actually meant by the said letter, but whether the contents thereof are susceptible of double meaning or interpretations having possibilities of misdirecting the addressee or engineering bonafide mistake on the part of the addressee.

14. After considering the relevant documents it transpires that there are sufficient grounds for the respondent to be misguided and the appellant

Board was unable to clear those ambiguities as listed out hereunder, during the hearing of this Appeal:

1. The letter dated 24.07.2008, according to the appellant Board, was issued in favour of stage payment buyers only but the same was addressed to one time purchaser, Smt. Saroj Shah, the respondent herein.

2. The letter as aforesaid does not specifically state that this letter is not applicable to the one time purchasers.

3. No separate letter was issued to the respondent informing her that completion date of the project was deferred.

4. No letter of cancellation of provisional allotment was sent to the respondent soon after 22nd June, 2008/22nd October, 2008.

5. No steps were taken by the appellant Board to refund the application money of the respondent within 90 days from 22nd June, 2008/22nd October, 2008.

6. No letter was addressed to the respondent that due to certain irregularities the Board was unable to refund the money as per general terms and conditions under clause 6.4 of Rejection and Refund chapter.

15. The above noted deficiencies on the part of the appellant Board necessarily support the case of the respondent that the appellant Board was trying to shift its stand by alleging that the said letter dated 24.07.2008 was issued to the stage payment buyers only.

16. We have already held that the conduct of the appellant Board in dealing with the case of the respondent does not support its stand and the Board was unable to dispel the ambiguities as created by the contents of the said letter.

17. The Learned Counsel for the appellant has taken the plea that the contents of the said letter dated 24.07.2008 are to be construed harmoniously as a whole. But as we have already indicated the irregularities on the part of the appellant Board above, we think that the argument does not have any leg to stand upon. The Learned Counsel's argument that the respondent's dues started soon after 60 days from the date of the provisional letter issued to her i.e. from 22.06.2008 and not from 24.07.2008, cannot be given much weight since the provisional letter dated 23.04.2008 has also created confusion. The said letter stipulates as hereunder:-

"Madam

This is to inform you that HIG-C type Flat No. T9/F14/C/4 and specified Car Parking Space No. T9/C/4 at Eastern High Project is provisionally allotted to you against your application No. 001263 dated 13.12.2007 and on receipt of Application Money of Rs. 2,00,000/- (Rupees Two Lakh) Only.

The price of the said flat with car parking space is Rs. 48,81,700/- (Rupees Forty Eight Lakh Eighty One Thousand and Seven Hundred) Only is to be paid now within 60 (sixty) days inclusive of Sundays and Holidays from the date of issue of this letter by means of local A/C. Payee Cheque/Pay

Order/Demand Draft drawn in favour of “WEST BENGAL HOUSING BOARD” in the following Bank.

Bank of Maharastra, WBHB Branch, 10S, S.N. Banerjee Road, Kolkata - 700014.

A penal interest @ of 18% p.a. will be levied in case there is any delay in payment of any amount in stage payment during construction period. In case there is any delay in depositing the amount with penal interest after 120 days from schedule date of payment then the allotment will stand automatically cancelled without any further reference to you. The amount already deposited will be refunded in due course as per the General Terms and Conditions.”

It is not understood as to why the penal clause containing ‘a penal interest @ 18% p.a. will be levied in case there is any delay in payment of any amount in stage payment during construction period.....’ has been included in the said provisional letter of allotment for one time purchaser, particularly when it specifically refers to “stage payment during construction”. Incorporation of such clause in the provisional letter of allotment of the respondent has put the Board further in an awkward position. The question arises whether the term ‘Stage payment’ also includes the respondent or it really relates to the stage payment buyer only. If the latter is correct, then why such clause was included in the letter of allotment to the respondent who is categorized as a one time buyer. There is no answer from the Board. Therefore, it seems that the Board issued inconsistent letters and expected the addressees to ascertain the correct intention of the Board from such confusing letters! However, during argument, the learned Advocate submitted that even for argument’s sake if it is accepted that the respondent had a right to make payment within 120

days with interest on delayed payment beyond 60 days, there would be automatic cancellation. But in our view, as there is a provision for delayed payment with interest in the allotment letter, however confusing it may be, the respondent had a right to pay the dues with penal interest till October 22, 2008. Therefore, it cannot be said that on 24.07.2008 the balance amount of the respondent had not fallen due. However, it appears that there was a bonafide mistake on the part of the respondent which was caused by the confusing and ambiguous letter dated 24.07.2008.

18. In 2005 (9) SCC 174 the Hon'ble Supreme Court has been pleased to hold that the terms of a contract have to be construed strictly without altering the nature of the contract as it may affect the interest of the parties adversely. It appears in our case that there is a series of deviations committed by the appellant Board i.e. by not cancelling the allotment soon after June 22, 2008 or October 22, 2008 nor refunding the amount of application money after necessary deduction within 90 days from 22nd June, 2008/ 22nd October, 2008 and so on. it is also found that though the letter of deferment of project completion date was issued allegedly in favour of stage payment buyers, there was no such letter issued in favour of the one time buyers. The appellant Board itself created confusion regarding the terms and conditions of the relevant contract by issuing the letter dated 24.07.2008 with full of ambiguities. Therefore the above case law does not apply in the present case.

19. In 2005(1) SCC 625 the Hon'ble Supreme Court has been pleased to observe that a claim based on merely legitimate expectation without anything more cannot ipso facto give a right. Its uniqueness lies in the fact that it covers the entire span of time present, past and future. For legal purpose, expectation is not the same as anticipation. Legitimacy of an expectation can be conferred only if it is founded on the sanction of law. In our case it appears that the attitude and activities of the appellant Board are not free from doubt and actually they created a lot of confusion and ambiguities in dealing with the relevant contract between itself and the respondent.

20. In 2004(6) SCC 765 the Hon'ble Supreme Court has been pleased to lay down that where public interest is likely to be harmed, neither the doctrine of legitimate expectation nor estoppel can be allowed to be pressed into service by any citizen against the state authorities. But the factual scenario in this case is not akin to the reported case. In the present case a series of irregularities are found in the activities of the appellant Board and it appears that its stand is not bona fide. It failed to explain as to why a separate letter for deferment of the project completion date was not issued to the one time purchasers and also other irregularities as already indicated above and accordingly the case law is not applicable to the present case.

21. It is true that any mistake on the part of the appellant Board or filing of any writ application does not create any right in favour of the respondent no.

1 but at the same time it is expected from the State Authority that it should act with reasonableness, and prudence and their actions should be free from any doubt and discrimination. As the appellant Board has been unable to show that it actually upheld the public interest, which in broader sense also includes the interest of the respondent, we are constrained to dismiss the present appeal.

22. We do not find any justification to interfere with the judgment of the Learned Single Judge and accordingly the appellant Board is directed to receive the balance and additional amount from the respondent as indicated in the judgement of the Learned Single Judge and to execute the relevant deed of conveyance within a period of two months from the date of this judgment and order.

23. The appeal is hereby dismissed without any order as to costs.

24. 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.

(APURBA SINHA RAY, J.)

(ARIJIT BANERJEE, J.)

Later

After the judgment is delivered, the learned Advocate for the appellant/board prays for stay of operation of the judgment. Such prayer is considered and refused.

(APURBA SINHA RAY, J.)

(ARIJIT BANERJEE, J.)