

AD-16
Ct No.09
12.03.2024
TN

WPA No. 1145 of 2024

M/s DSP Construction, a partnership firm being
represented by its partners Sri Subir Majumder
and another

Vs.

Punjab National Bank and others

Mr. Tanmoy Mukherjee,
Mr. Souvik Das,
Mr. Rudranil Das,
Mr. Tapas Chatterjee,
Mr. K.R. Ahmed

.... for the petitioners

Ms. Parna Roy Choudhary,
Ms. Ankana Roy

.... for the respondent-Bank

1. Affidavit-of-service filed today be kept on record.
2. The writ petitioner/partnership firm represented by its partners is the landlord of the respondent no.1-Bank in respect of a particular premise. The Bank decided to shift and there was a talk of one-time settlement, upon adjusting the arrear rents due from the Bank with the dues of the petitioner in respect of certain cash credit facilities held by the petitioners with the Bank.
3. Learned counsel for the petitioners argues that the concerned minutes shows that there was agreement between the parties on the terms of settlement which was given the shape of an One-Time Settlement (OTS) proposal. The petitioners agreed to the same but the Bank is now seeking to resile from such position.

4. Learned counsel for the respondents places reliance on the alleged OTS proposal dated November 21, 2023. Although the same is captioned as an OTS proposal, the said proposal is qualified by the rider that the Bank was informing the petitioners that the Bank was forwarding the proposal to competent authority for sanctioning of OTS.
5. Thus, it is argued that the relief of the petitioners, if the petitioners are not agreeable to the new offer made by the Bank subsequently, is not before the writ court but before the appropriate forum/court.
6. A perusal of the communication of the Bank dated November 21, 2023, which has been argued by the petitioners to be the OTS proposal, clearly shows that it includes a qualifier that the same is merely an intimation to the petitioners that the Bank is forwarding the “proposal” to the competent authority “for sanction of OTS”.
7. Thus, it cannot be said that the same was an unqualified proposal and that consent to the same by the petitioners would constitute a concluded contract between the parties. Negotiations were still open when the Bank did not agree ultimately to the initial proposal but gave a counter-offer.
8. Hence, there is no scope of interfering or granting any relief within the confines of the writ petition to the petitioners. The subject-matter of commercial

negotiations falls within the domain of the consensus of the parties and cannot be interdicted by writ court.

- 9.** In any event, it is made clear that it will be open to the writ petitioners to approach the Bank if the writ petitioners are agreeable to the latest proposal of the Bank. If so approached, the Bank will take appropriate steps for conclusion of the OTS.
- 10.** Furthermore, nothing in this order shall preclude the parties from entering into a further negotiation if they so choose.
- 11.** In the light of the above observations, WPA No. 1145 of 2024 is disposed of without any order as to costs.
- 12.** Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance with the requisite formalities.

(Sabyasachi Bhattacharyya, J.)