

WPA 15002 of 2024

**Buddhadev Mukherjee
Vs.
State of West Bengal & Ors.**

**Mr. Sanat Kumar Ray,
Mr. Baidurya Ghosal.
... for the petitioner**

**Mr. Amit Roy.
... for the respondent
Nos. 8 & 9**

**Mr. Md. Jannat Ul Firdous.
... for the respondent
No. 7**

1. Affidavit-of-service filed in Court today is taken on record.
2. The writ petitioner is aggrieved that, in spite of purchase of vehicle from the respondent no. 7, in lieu of consideration money, pursuant to an agreement for sale entered into between him and the respondent no. 7, the respondent Registering Authority is proceeding/about to proceed for registration of the said vehicle in favour of the respondent no. 8 and not the writ petitioner.
3. The factual background of the case in a nutshell is that the respondent no. 7 purchased the concerned vehicle in auction.
4. Later on, pursuant to an agreement for sale entered into between him and the present petitioner dated February 27, 2023, he has sold the said vehicle to the writ petitioner. That has been a bipartite transaction between the respondent no. 7 and the

petitioner and private in nature, bereft of any public element.

- 5.** Auction purchase of the vehicle, was finalised in favour of respondent No. 7 pursuant to issuance of 'Certificate of Sale' by the Bank, dated July 04,2023.
- 6.** Allegedly that, in spite of selling the said vehicle to the writ petitioner pursuant to the sale deed as mentioned above and obtaining consideration money in lieu thereof, the respondent no. 7 has not handed over the same to the petitioner. Instead he has further transacted the vehicle to the respondent No. 8. Also therefrom, the same has again transferred hands to some other person.
- 7.** Under such circumstances, the petitioner has come up, claiming right over the vehicle and making allegations against the respondent authorities that it has proceeded unlawfully, to register the vehicle, in favour of any other person, than the petitioner.
- 8.** Mr. Sanat Kumar Ray, learned counsel for the writ petitioner, has contended that in registering the vehicle in the name of some other persons, the concerned respondent has ignored the 'Certificate of Sale' as issued in favour of respondent no. 7 as well as the subsequent agreement entered into him with the writ petitioner, for sale of the same, in favour of the writ petitioner.
- 9.** Such alleged illegality is sought to be redressed by the writ petitioner, by dint of an order of this Court, in this case.
- 10.** The Court finds on perusal of the documents that the petitioner is claiming right pursuant to an

agreement that is Agreement for Sale dated July 4, 2023. The same has been entered into between the writ petitioner and the respondent no. 7, in their private capacities.

11. It is the duty of the respondent authority to act on the 'Certificate of Sale', issued pursuant to a valid auction purchase and in this case, there has been no deficiency by the concerned authority, in this regard. The writ petitioner claims his rights as regards the vehicle, on the basis of a private contract. A contract between two private persons, having no element of any public purpose, shall not be amenable to jurisdiction of this Court under Art.226 of the Constitution of India. It a farfetched cry of the writ petitioner, desiring judicial review of respondent's action, to register the vehicle, in a person's name, other than the petitioner. The petitioner may have his remedy elsewhere but not before the Court, which is to grant equitable relief. So far as the respondent is concerned, no breach of duty by it resulting into jeopardising writ petitioner's rights can be found. Hence, grounds in the present case, are not sustainable and petitioner's prayers are untenable.
12. Considering the same, the writ petition is dismissed.
13. Urgent Photostat certified copy of this order duly downloaded from the official website of this Court upon compliance all legal formalities.

(Rai Chattopadhyay, J.)