

**`IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE**

Before:

The Hon'ble Justice Hiranmay Bhattacharyya

W.P.A. 13591 of 2013

Eastern Paper Mills Ltd. & Anr.

Versus

The State of West Bengal & Ors.

For the Petitioners	: Mr. Saktinath Mukherjee, Sr. Adv. Mr. Debasish Kundu, Sr. Adv. Mr. Samrat Mukherjee Mr. Shubrojoyoti Mookerji Ms. Dakshayani Basu Mr. Rik Mukherjeeadvocates
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For the Bidhannagar Municipal Corporation	: Mr. Sirsanya Bandyopadhyay, Ld. Jr. Standing Counsel Mr. Arka Kr. Nag Mr. Tirthankar Deyadvocates
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For the State	: Mr. Lalit Mohan Mahata, Ld. A.G.P. Mr. Supratim Dhar Mr. Prasanta Behari Mahata ..advocates
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Reserved on	: 08.08.2024
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Judgment on	: 16.08.2024
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Hiranmay Bhattacharyya, J.:-

1. The writ petitioners have prayed for issuance of a writ of mandamus commanding the respondents to complete all formalities for execution and registration of lease deed in favour of the petitioner no. 1 company in respect of plot no. CJ 199A, Sector-II, Salt Lake, Kolkata-91 and CE 31, Sector-I, Salt

Lake, Kolkata-64 and to put the petitioner no. 1 company in possession of both the plots.

2. The Deputy Secretary, Government of West Bengal Metropolitan Development Department issued a letter dated 28.8.1981 conveying that the Governor is pleased to sanction the grant of lease of 31.8453 cottahs in Block-CJ Sector-II in Salt Lake City to the petitioner no. 1 company for a period of 999 years on payment of salami at the rate of Rs.20,000/- per cottah for the purpose of construction of residential flats. Subsequently, by another letter dated 3.6.1984, the Deputy Secretary to the Government of West Bengal informed the petitioner company that the Governor is pleased to offer a plot of land measuring 9 cottah in Block-CE in Sector-I in Bidhannagar by a lease for a period of 999 years on payment of salami at the rate of Rs.20,000/- only per cottah for the purpose of construction of their officers quarters. The writ petitioners claim to have deposited the amount as directed in the allotment letters dated 28.8.1981 and 03.6.1984. The writ petitioners by several letters requested the respondent authorities to execute and register the lease deeds. Several reminders were also given by the petitioner company. Sometimes in the month of May, 2013 the petitioner no. 2 came to learn that the respondent authorities have allotted plot no. CJ 199A, Sector-II, Salt Lake to Bidhannagar Municipal Corporation (for short "BMC") for the purpose of construction of a swimming pool. Immediately thereafter, this writ petition was filed.
3. The said writ petition was moved on 24.3.2014 and an interim order was sought for. A Co-ordinate Bench refused to pass any specific order restraining the respondents from dealing with the land in question and directed the parties to exchange their affidavits.
4. The petitioner thereafter, filed a supplementary affidavit seeking to explain the alleged delay and laches on their part in approaching the Writ Court.
5. The State of West Bengal filed an affidavit-in-opposition denying the material allegations contained in the writ petition. It was specifically stated therein that the petitioners herein remained silent for a considerable period of time starting from 1981 till 2013 without showing any interest for execution of the lease

deed. It was further stated therein that the BMC submitted a proposal before the Urban Development Department for allotment or sanction of plot no. CJ 199A in Sector-II for construction of swimming pool vide letter dated 7.6.2012. Thereafter BMC submitted a detailed drawing as well as the financial aspects for proposed swimming pool complex at CJ 199A, Salt Lake and the Urban Development Department agreed to give permissive possession in respect of plot no. CJ 199A in favour of BMC for construction of swimming pool subject to receipt of consent of BMC. BMC intimated their consent vide Memo dated 3.4.2013. It was also stated that the writ petition is barred by the law of limitation and also that writ petition to enforce the terms of a contract is not maintainable.

6. Mr. Mukherjee, learned Senior Advocate appearing for the petitioners submitted that the petitioner paid the amount on account of Selami in terms of the Memo dated 27.08.1981 and the Memo dated 16.01.1984. He further submitted that as directed by the Executive Engineer Design, the petitioner paid the cost of fixing boundary pillars. He submitted that on 25.02.1993 i.e., after the lapse of almost ten years from the date of allotment the petitioner company was asked to pay a sum of Rs. 41352/- towards the excess land in respect of plot no. CE 31 and the petitioner duly paid such amount. He further contended that the petitioner also paid substantial sum of money on account of interest as directed by the respondent authority. He submitted that the allotments in favour of the petitioner were not cancelled by the authorities. He submitted that by accepting the payment as well as interest from the petitioners there has been deemed extension of time to make payment of the installments. In support of such contention Mr. Mukherjee placed reliance upon a decision of the Hon'ble Supreme Court in the case of **R.K. Saxena vs. Delhi Development Authority** reported at **(2001) 4 SCC 137**.
7. Mr. Mukherjee further contended that since plot no. 199A Block-CJ Sector-II has been allotted in favour BMC, the authorities are obliged to offer an alternate plot at the same price. In support of such contention Mr. Mukherjee placed reliance upon a decision of the Hon'ble Supreme Court in the case of

Haryana Urban Development Authority vs. Vijay Aggarwal reported at **(2005) 9 SCC 446**.

8. Mr. Mukherjee also placed reliance upon a decision of the Hon'ble Division Bench in the case of ***Board of Councilor Sainthia Municipality and Another Vs. Sundar Devi Anchalia and Others*** reported at **(2023) SCC Online Cal 5058** in support of his contention that the State cannot evade its legal responsibility merely on the ground of delay and laches. Mr. Mukherjee referred to a decision of the Hon'ble Supreme Court in the case of ***State of Haryana vs. Mukesh Kumar and Ors.*** reported at **(2011) 10 SCC 404** in support of his contention that the Government should protect the property of a citizen and cannot steal it. Mr. Mukherjee referred to a decision of the Hon'ble Supreme Court in the case of ***Vidya Devi vs. State of Haryana*** reported at **(2020) 2 SCC 569** in support of his contention that there is no period of limitation prescribed for the courts to exercise their constitutional jurisdiction to do substantial justice.
9. Mr. Mahata, learned Additional Government Pleader submitted that the writ petition was filed sometimes in the year 2013 when the petitioner company was in liquidation and, therefore, in a dormant state and the same got revived only in the year 2019.
10. According to him a company in liquidation could not have filed a writ petition in the year 2013 praying for a direction to execute and register the lease deeds as there was no cause of action at the relevant point of time. He submitted that a writ petition has to be decided on the cause of action as it existed at the date of its commencement.
11. Mr. Mahata placed reliance upon a decision of the Supreme Court in the case of ***Joshi Technologies International INC vs. Union of India and Others*** reported at **(2015) 7 SCC 728** in support of his contention that for enforcing a contract entered into between a private party and the State which is under the realm of a private law, an aggrieved party has to invoke the remedies provided under ordinary civil law rather than approaching the High Court under Article 226 of the Constitution of India. Mr. Mahata further placed reliance upon a

decision of the Hon'ble Supreme Court in the case of ***Banda Development Authority, Banda vs. Moti Lal Agarwal and Others*** reported at **(2011) 5 SCC 394** in support of his contention that if the writ petition is filed beyond the period of limitation prescribed for filing a civil suit for similar cause, the High Court will treat the delay as unreasonable and decline to entertain the grievance of the petitioner on merits. Mr. Mahata also placed reliance upon a decision in the case of ***U.P. Rajkiya Nirman Nigam Ltd. vs. Indure Pvt. Ltd. & Ors.*** reported at **AIR 1996 SC 1373** in support of his contention that a Writ Court cannot adjudicate disputes arising out of contract. Mr. Mahata further also placed reliance upon a decision in the case of ***Silppi Construction Contractors vs. Union of India*** reported at **(2020) 16 SCC 489**.

12. In reply, Mr. Mukherjee disputed the contention of Mr. Mahata that the petitioner company was in liquidation. In support of such contention, he drew the attention of the Court to the orders passed by BIFR, AAIFR as well as this Hon'ble Court and contended that the Official Liquidation did not take over possession of the estate of the writ petitioner company and instead the company was revived with the support of the Government. Mr. Mukherjee contended that even assuming though not admitting that the writ petitioner could not have been granted the reliefs on the basis of its status as on the date of filing of the writ petition, the writ petitioner is entitled to the reliefs as on this date and in support of such contention, he placed reliance upon a decision of the Hon'ble Division Bench in the case of ***Krishna Chandra Pramanick & Ors. vs. Hari Sadan Sahana*** and another reported at **AIR 1981 CAL 435**.
13. Mr. Bandyopadhyay, learned Advocate for BMC submitted that pursuant to the request and need of the residents of the locality, the then Chairperson made a representation on 07.6.2012 to the Hon'ble Minister-in-Charge, Urban Development and Municipal Affairs Department with a request to accord sanction for construction of a swimming pool in plot no. CJ 199A, Sector-II, Salt Lake City. He contended that possession of the said plot of land was handed over to BMC and thereafter the swimming pool was constructed. He also raised

an objection as to the maintainability of the writ petition on the ground of inordinate delay in approaching the Writ Court.

14. Heard the learned advocates for the parties and perused the materials placed.
15. Record reveals that by letters dated 27.08.1981 and 16.01.1984, the Deputy Secretary, to the Government of West Bengal informed the petitioner that the Governor has been pleased to sanction the grant of lease of plots of land being Plot No. 199A Block-CJ, Sector-II, Sector-II, Salt Lake and Plot no. 31, Block-CE, Sector-I, Salt Lake respectively in favour of the petitioner company.
16. The petitioners have specifically stated in the Supplementary Affidavit that on 17.01.1989, a reference was made before the Board for Industrial Financial Reconstruction (for short "BIFR") under Section 15(1) of the Sick Industries Companies (Special Provision) Act, 1956 and upon an enquiry, the BIFR came to the conclusion that the company has become a sick industrial company. The petitioner company carried the matter in appeal before the Appellate Authority of Industrial and Financial Reconstruction (for short "AAIFR") and the appeals stood dismissed. Thereafter, the learned Company Judge in C.P. No. 281 of 1993 by an order dated 03.08.1994 passed an order of winding up of the company and the Official Liquidator was directed to take over possession of the estate of the company. Petitioner preferred an appeal being Appeal No. 480 of 1994 challenging the order passed in C.P. No. 181 of 1993. The Hon'ble Division Bench by an order dated 09.08.1999 was pleased to set aside the order dated 03.08.1994 passed in C.P. No. 281 of 1993. Thereafter, the Officer-on-Special Duty (Technical), Industrial Reconstruction Department, Government of West Bengal informed the petitioners that scheme for revival of the company has been affirmed and the petitioners, thereafter, filed an application bearing C.A. No. 802 of 2004 in connection with BIFR No. 03 of 1987.
17. Record reveals that on 19.07.2019 in terms of the order dated 11.07.2019 passed by the Hon'ble company Judge, the Joint Special Officer forwarded three bankers' cheque in favour of the Commissioner Commercial Tax, West Bengal towards the full and final settlement of the dues and claims against the

petitioner no. 1 with a request to issue No Dues Certificate in favour of the petitioner no. 1.

18. No document has been placed on record by the State disputing the aforesaid assertions made by the writ petitioner in the supplementary affidavit. Therefore, it is evident that the petitioner company was revived with the support of the State. Mr. Mahata in course of his argument did not dispute that the company ultimately got revived during the pendency of the writ petition.
19. In the supplementary affidavit the writ petitioner has stated in details the sequence of events starting from the reference made before the BIFR on 17.01.1989 till the passing of the order dated 11.07.2019 directing issuance of No Dues Certificate in favour of the petitioner no. 1. It is evident therefrom that though there was a recommendation made for winding up of the company but the company ultimately was revived with the support of the State.
20. It would be relevant to point out at this stage that no material has been produced by the State to show that the State has informed its decision of refusal to perform its part to fulfill its obligations under the letters of allotment. The writ petitioner having performed its part of the contract under the letters of allotment have acquired a legal right to compel the respondent State to perform its duty to execute and register the lease deeds in question in favour of the petitioner and to deliver possession thereof to the petitioners.
21. It is shocking to note that the State after having received the payments in terms of the allotment letters as well as interests for delayed payments have allotted one of the plots to BMC who has utilised the same.
22. The cause of action as pleaded in the writ petition is a continuous and recurring one. Though there may be some delay in the writ petitioners' approaching the Writ court but the delay has been satisfactorily explained by the writ petitioners in the supplementary affidavit.
23. The Hon'ble Supreme Court in **Vidya Devi** (supra) held that delay and laches cannot be raised in a case of continuing cause of action, and if the circumstances shocked the judicial conscience of the Court. Condonation of delay is a matter of judicial discretion, which might be exercised judiciously and

reasonably in the facts and circumstances of a case. It will depend upon the breach of fundamental rights, and the remedy claimed, and when and how the delay arose. It was further held that there is no period of limitation prescribed for the Courts to exercise their constitutional jurisdiction to do substantial justice and in a case where the demand for justice is so compelling, a constitutional Court would exercise its jurisdiction with the view to promote justice and not defeat it.

24. In **Sundar Devi Anchalia** (supra), the Hon'ble Division Bench noted the decision of the Hon'ble Supreme Court in **Vidya Devi** (supra) and reiterated the well settled proposition of law that the State cannot shield itself behind the ground of delay and there cannot be a limitation to doing justice.
25. By applying the ratio of the aforesaid decision to the facts and circumstances of the case on hand, this Court is inclined to exercise discretion in favour of the petitioners and shall now proceed to decide the writ petition on its merit.
26. Before entering into the merits of the dispute involved in the writ petition, this Court has to deal with the other objection raised by the State as to whether the writ petitioner is entitled to any relief as according to the State, the status of the writ petitioner would not permit the reliefs to be granted on the basis of cause of action pleaded at the time of filing of the writ petition in the year 2013.
27. Mr. Mahata would contend that the writ petitioner was in a dormant state in the year 2013 when the writ petition was filed. From the series of litigations between the year 1989 and 2019, it is evident that though there was initially a recommendation for winding up of the writ petitioner company but the same got revived subsequently during the pendency of the writ petition. Even if the argument of Mr. Mahata that the writ petitioner could not have filed the writ petition in the year 2013 for the reliefs claimed therein is accepted, the question would be whether at this stage the petitioner can be granted any relief.
28. The said issue has to be answered keeping in mind the proposition of law laid down by the Hon'ble Division Bench in **Krishna Chandra Pramanick** (supra). In the said report, an application for pre-emption under Section 8 of the West Bengal land Reforms Act for filed prior to completion of registration of the

respective sale deeds in terms of Section 61 of the Registration Act. The Hon'ble Division Bench noted that a right of preemption either under Section 8 of the West Bengal Land Reforms Act or under Section 24 of the West Bengal Non-Agricultural Tenancy Act accrues when the land is transferred and that such transfer could be made by a registered instrument. The Hon'ble Division Bench further noted the well settled proposition that the right of pre-emption does not become mature until the registration is made complete on fulfillment of all formalities under Section 61 of the Registration Act. The registration was however, completed during the pendency of the said pre-emption proceeding.

29. The question that fell for consideration before the Hon'ble Division Bench was whether notwithstanding such completion of registration, the application for pre-emption should be dismissed as it was initiated without any right or *locus standi* by the pre-emptor. The Hon'ble Division Bench held thus-

"9.

In the case of Raicharan v. Biswanath, (1914) 20 Cal LJ 107: (AIR 1115 Cal 103) it was laid down by Sir Asutosh Mukherji that though the general rule is that a suit must be tried in all its stages on the cause of action as it existed at the date of its commencement, there is an exception to that Rule. A court may take notice of events which have happened since the institution and afford relief to parties on the basis of altered conditions when it is shown that the original relief claimed has by reason of subsequent change of circumstances become inappropriate or that it is necessary to base the decision of the court on the altered circumstances in order to shorten the litigation or to do complete justice between the parties. This view finds support from the decision of the Federal Court in the case of Lachmeshwar P. Sukul v. Keshwarlal Chowdhury, AIR 1941 FC 5, and the decision of the Supreme Court in the case of Surindra Kumar v. Gianchand. AIR 1957 SC 875. Mr. Mukherjee drew our attention to a number of decisions of different High Courts to show how relief had been given to the plaintiff even in cases where, his right to the relief had not been matured on date of the institution of the suit but it so matured during the pendency of the suit."

(emphasis supplied)

30. The Hon'ble Division Bench thereafter observed that the same principle should be followed in the case which was under consideration before the Hon'ble Division Bench and it was held therein that though the application for pre-

emption was pre-mature on the date when it was made, it may be treated as one made on the date when the applicant's right matures.

31. Even if Mr. Mahata's contention is accepted that the writ petitioner could not have sought for the reliefs prayed in the writ petition at the time of commencement of the writ petition, by applying the aforesaid proposition of law to the case on hand, this Court holds that the right of the petitioner to claim such reliefs matured during the pendency of the writ petition. This Court is of the considered view that in the case on hand, it is necessary for this Court to take into consideration the subsequent events in order to shorten the litigation and to do complete justice between the parties. The writ petitioner is, therefore, entitled to seek the remedies as claimed in the writ petition.
32. The writ petitioner claims to have submitted various representations from time to time and lastly on 02.05.2013 went to the office of the 2nd respondent to request him personally to complete the formalities with regard to registration of the lease deeds in respect of the said properties. The writ petitioner further claim that they came to know from the office of the 2nd respondent that plot no. CJ 199A has been allotted to BMC. Immediately thereafter the writ petition was filed sometimes in the month of May, 2013. The writ petitioners prayed for an interim order restraining the respondents from allotting plot no. CJ 199A or plot no. CE-31 to any other person or put the same to any other use till the disposal of the writ petition.
33. The writ petition came up for hearing on 24.03.2014 when a Co-ordinate Bench refused to pass any specific order restraining the respondents from dealing with the land which may have been notionally allotted to the petitioners in the year 1981.
34. The Permissive Possession Certificate dated 22.04.2014 was issued wherefrom it appears that on 22.04.2014, BMC took delivery of possession of plot no. 199A in Block-CJ, Sector-II, Salt Lake City. It is evident that the possession of the said plot was given to BMC during the pendency of the writ petition.
35. Record reveals that the writ petitioners made the payments pursuant to the allotment letters as well as other amounts as demanded by the authorities from

time to time. The plot of lands being no. CJ 199A for which an allotment letter for grant of lease was issued in favour of the petitioner has been utilised by BMC for the purpose of construction of a swimming pool. Since the said plot has been utilised, at present the Government is not in a position to give possession of plot no. CJ 199A to the petitioners.

36. Mr. Mukherjee would contend that since the Government cannot give possession of plot no. CJ 199A which was allotted to the writ petitioners, the State must give an alternate plot at the original price. In the supplementary affidavit the writ petitioners have stated that they have gathered information from the office of the concerned respondent that a plot measuring an area of about 32 cottahs in Block-BF Sector-I, Salt Lake City is available for allotment and the said plot may be allotted in favour of the petitioners in place and stead of plot no. CJ 199A.
37. In reply Mr. Mahata would contend that in view of the Land Allotment Policy which has been approved by the Governor vide Memo dated 26.12.2012, any allotment of land has to be by way of public auction and the alternative plot as suggested by the writ petitioners in the supplementary affidavit cannot be allotted to the writ petitioners.
38. At this stage it would be relevant to point out that the writ petitioners have performed their part of the contract by making payments pursuant to the allotment letter as well as demands raised by the respondent authorities from time to time. Though there may be some delay in making the payments in terms of the allotment letters but the moment the delayed payments and interest amounts were accepted by the respondent authorities there has been deemed extension of time in view of the decision of the Hon'ble Supreme Court in **R.K. Saxena** (supra).
39. No document has been placed by the respondents before this Court to show that the allotment of plots in favour of the writ petitioners by virtue of the allotment letters have been cancelled. No document is also forthcoming to show that there has been any communication of the decision of refusal on the part of the respondent authorities to execute and register the lease deed pursuant to

the allotment letters being issued. However, in the meantime the plot no. CJ 199A which was allotted to the writ petitioners have been allotted to BMC for construction of a swimming pool.

40. The Hon'ble Supreme Court in the case of ***Haryana Urban Development Authority*** (supra) held that where the authority is not in a position to give possession of the plot allotted to them, they must give an alternate plot at the original price. By applying the proposition of law laid down by the Hon'ble Supreme Court in ***Haryana Urban Development Authority*** (supra) this Court holds that since the State is not in a position to give possession of plot no. CJ 199A in Sector-II, Salt Lake City, the State must offer an alternate plot at the original price.
41. To the mind of this Court, the writ petitioners have a legal right to make a claim for allotment of an alternate plot as plot no. CJ 199A has already been allotted to BMC, who has utilised the same.
42. The Land Allotment Policy of the Government vide Memo dated 26.12.2012 cannot be applied to the case on hand as the question of allotment of the alternative plot arises as the Government is not in a position to offer possession of plot of land which was originally allotted in favour of the writ petitioner. Mr. Mahata could not satisfy this Court that a situation of like nature is covered under the aforesaid Land Allotment Policy. That apart, the said Policy cannot be given a retrospective effect to apply to cases wherein allotment letters were issued in the year 1981.
43. In so far as the other plot being plot no. CE 31 Sector-I, Salt Lake City is concerned, it is not in dispute that the petitioners have made all the payments as per the allotment letter and other payments as demanded and it is also not the case of the State that the said plot of land has been utilised for any other purpose. This Court is, therefore, of the considered view that the State should be directed to handover possession of plot no. CE-31 Sector-I, Salt Lake City in favour of the writ petitioners and execute and register the lease deed in respect of the said plot forthwith.

44. In ***Banda Development Authority, Banda*** (supra) it has been held that if the writ petition is filed beyond the period of limitation prescribed for filing a civil suit for similar cause, the High Court will treat the delay as unreasonable and decline to entertain the grievance of the petitioner on merits. Mr. Mahata would contend that Article 54 of the Limitation Act prescribes the period of limitation of three years for specific performance of a contract. He would submit that the writ petitioner is in fact seeking specific performance of a contract and since the writ petition has been filed more than three years after the issuance of the allotment letters, the delay in filing the writ petition is unreasonable and this Court should decline to entertain the grievance of the petitioner on merits. The starting point of limitation under Article 54 is three years from the date fixed for performance or, if no such date is fixed, when the plaintiff has notice that performance is refused. In the case on hand, there is no date fixed for the performance. This Court has already observed that there has been deemed extension of time in view of acceptance of delayed payments and interest thereon. It has also been observed that there is nothing on record to show that the petitioner had notice that the State has refused to perform its contract. In view thereof this Court is not inclined to accept the argument of Mr. Mahata that the writ petition has been filed beyond the period of limitation prescribed for filing a civil suit for a similar cause.
45. In ***Indure Pvt. Ltd.*** (supra) it was held that the original contract was not a concluded contract and there existed no arbitration agreement for reference to the arbitrators and, therefore, the reference to the arbitration was clearly illegal and consequently the arbitrations cannot proceed any further. The said decision being distinguishable on facts do not have any manner of application to the case on hand.
46. In ***Joshi Technologies International INC*** (supra) the issue that fell for consideration was whether the benefit under Section 42 of the Income Tax Act, 1961 can be availed in the absence of a specific mention in the contract in that regard. On facts it was held that in the contract there was no clause pertaining to Section 42 of the Act and the conduct of the appellant and the respondent

decided the scope of the contract and that by itself may not come in light to the appellant therein to claim a relief in the nature of mandamus to direct the Governor to incorporate such a clause in the contract in the face of the specific provisions in the contract to the contrary in Article 32 thereof. On such facts it was held that it was purely a contractual matter with no element of public law invoked therein. The said decision being distinguishable on facts do not have any manner of application to the case on hand.

47. In **Silppi Construction** (supra) the Hon'ble Supreme Court held that the Court is normally loathe to interfere in contractual matters unless a clear cut case of arbitrariness or mala fides or bias or irrationality is made out. There is no quarrel to the aforesaid proposition of law.
48. In the case on hand the writ petitioners have made out a clear cut case of arbitrariness and mala fides as the State after accepting the payments from the writ petitioners are not executing and registering the lease deed in favour of the petitioner and are not handing over possession of the allotted plots to the petitioners. On the other hand, possession of one of the plots was handed over during the pendency of writ petition. The case on hand, therefore, falls within the exceptions carved out by the Hon'ble Supreme Court for interference in contractual matters where one of the party is a "State" within the meaning of Article 12 of the Constitution.
49. In **Mukesh Kumar** (supra), the State filed a civil suit through the concerned Superintendent of Police seeking a relief of declaration that it has acquired the right of ownership by way of adverse possession. The said decision being distinguishable on facts cannot come to the aid of the petitioner.
50. For the reasons as aforesaid the writ petition stands allowed and the following directions are passed.
 - (1) (a) The respondent authorities are directed to offer the plot in Block BF, Sector-II, Salt Lake City, Kolkata-64 as specifically mentioned in the supplementary affidavit to the petitioner and to execute and register the lease deed at the original price which has been paid by the petitioners in respect of Plot no. 199A, Sector-II, Salt Lake City and to hand over possession of the same to the

petitioner. The entire exercise shall be completed within a period of four weeks from the date of receipt of the server copy of this order.

(1)(b) In the event, the aforesaid plot cannot be allotted to the petitioner for any just reason, the respondents/State is directed to offer any other suitable plot of more or less same measurement in the vicinity in place and stead of plot no. CJ 199A at the original price already paid by the petitioner and execute and register the lease deed and hand over possession to the petitioners. The entire exercise is to be completed within a period of 4 weeks from the receipt of server copy of this order.

(2) The respondent authorities are directed to hand over possession of the plot no. CE 31, Sector-I, Salt Lake City to the petitioner and to execute and register lease deed in respect thereof as expeditiously as possible but positively within a period of four weeks from the date of receipt of the server copy of this order.

51. There shall be, however, no order as to costs.

52. Urgent photostat certified copies, if applied for, be supplied to the parties upon compliance of all formalities.

(Hiranmay Bhattacharyya, J.)

Later

53. After the judgment is delivered, Mr. Mahata, learned advocate appearing for the State prays for stay of operation of the order. Such prayer is opposed by Mr. Kundu, learned advocate for the petitioner.

54. In view of the time limit prescribed in the order, the prayer for stay stands refused.

(Hiranmay Bhattacharyya, J.)

(P.A.-Sanchita, Rinki)