

02.08.2024
Sl.122.
Suman
Ct.No.15

WPA 16711 of 2023

Saranya Chakraborti (Chattopadhyay)
Vs.
Kolkata Metropolitan Development Authority,
KMDA, Kolkata Improvement Trust, KIT. Wing and
Ors.

Mr. Malay Kumar Roy
..for the petitioner

Mr. Satyajit Talukdar
Ms. Rutika Verma
..for KMDA

The facts involved in this case will be apparent from the order dated May 3, 2024 passed in this writ petition.

The said order is quoted below:-

“The petitioner seeks transfer of flat no. A/11, Bakul Bithi Cooperative Housing Society Limited in her favour.

The original allottee Prabir Ranjan Sengupta entered into an agreement for sale with the petitioner. Prior to registration of the deed of sale, Prabir Ranjan Sengupta expired. His widow Nilima Sengupta also expressed her intention to transfer the flat in favour of the petitioner.

The Cooperative Society by a communication dated 3rd July, 2019 intimated the Deputy Secretary, KMDA (KIT Wing) that the Society does not have any objection for transfer of the flat in favour of the petitioner after completion of membership if Nilima Sengupta intended to give effect to the agreement executed by her late husband but unfortunately prior to a formal

deed of transfer being executed, Nilima Sengupta also expired.

The petitioner is in possession of the subject flat. The heirs of the deceased allottee have not placed their claim with regard to the flat in question.

The petitioner submits that as the original allottee and thereafter his widow expressed intention to transfer the flat in favour of the petitioner, accordingly, necessary direction may be passed for transfer of the flat subject to payment of the transfer fees that is applicable in respect of third party transfers.

The prayer of the petitioner was considered by KMDA and by a communication dated 16th February, 2022, the authority opined that permission to transfer in favour of the petitioner cannot be accorded and fresh application is required to be submitted by the legal heirs of the deceased allottee. The same is impugned herein.

The order of the KMDA is based upon a lawyer's communication made on behalf of the original allottee in the year 2016. The impugned order does not take into consideration the 'No Objection' of the widow of the deceased allottee to transfer the flat in favour of the petitioner and the 'No Objection' of the Society to transfer the same in favour of the petitioner.

Learned advocate representing KMDA is directed to produce the schedule of rates in respect of third party transfer that will be applicable in the present case.

The matter stands adjourned till 14th June, 2024.

In the event the heirs of the deceased allottee who are represented by the learned advocate does not put forward their claim by the said date, in that case necessary order will be passed directing KMDA to accord transfer in favour of the petitioner upon acceptance of the requisite fees and charges."

Today, it has been submitted by the Kolkata Metropolitan Development Authority that it has agreed

to transfer the relevant flat in favour of the petitioner if the petitioner pays all necessary fees in terms of the applicable circular.

Learned advocate appearing for the petitioner on instruction from his client, who is present before this Court, submits that the petitioner is ready and willing to pay the necessary fees.

In that view of the matter, this writ petition is disposed of with a direction upon the Kolkata Metropolitan Development Authority to transfer the flat in question in favour of the petitioner if the petitioner deposits the necessary fees and charges to the Kolkata Metropolitan Development Authority within a period of one month from date.

Accordingly, **WPA 16711 of 2023** is disposed of.

Urgent photostat certified copy of this order, if applied for, be supplied to the learned advocates for the parties on usual undertakings.

(Kausik Chanda, J.)