

30.09.2024
Court No.09
Item no.28
CP

W.P.A. 17823 of 2024

Md. Mazahar Ali
Vs.
The Union of India & Ors.

Mr. Saibal Acharyya,
... for the Petitioner.
Mr. Pulakesh Bajpayee,
Ms. Anamika Pandey
... for the UOI.
Ms. Jhuma Chakraborty,
Mr. Suddhadev Adak
... for the State.
Mr. Ajit Kumar Mishra,
Mr. Abhishek Dey,
Mr. Supravat Banerjee
Mr. B. P. Singh
... for the Respondent Nos.3 & 6 to 9.

The lease agreement has been produced by the bank. It has been submitted by the bank that the bank is willing to enter into an agreement for lease in respect of the premises with the present owner of the property, i.e., the petitioner.

The petitioner will approach the bank accordingly and shall enter into the agreement. The terms and conditions of the agreement shall be independently decided by the bank as per their usual format.

The arrear rent which has already been kept aside by the bank, shall be released in favour of the petitioner on and from the date the petitioner became the owner of the property, i.e., the registration of the deed of sale.

Thereafter, the bank shall pay the rent to the petitioner upon execution of the lease.

However, it is made clear that if in future any civil litigation is initiated by the erstwhile owner in respect of the sale, the parties will be at liberty to take appropriate steps before the learned civil court.

This order shall not be construed as a declaration of title of the petitioner.

Accordingly, the writ petition is disposed of.

There shall be no order as to costs.

Parties are directed to act on the basis of the server copy of this order.

(Shampa Sarkar, J.)