

W.P.A 18679 of 2024

**Shubhshree Agro Foods Private Limited & Anr.
-versus
The State of West Bengal & Ors.**

**Mr. Shyamal Sarkar, Sr. Advocate
Mr. Ram Anand Agarwal
Mr. Kumar Gupta
Mr. Rajesh Gupta
Ms. Nibedita Pal
Mr. A.G. Mukherjee
Ms. Sonal Ray
Ms. N. Khatoon
...for the Petitioners**

**Mr. Anirban Ray
Mr. Tanoy Chakraborty
Mr. Saptak Sanyal
..for the State**

**Mr. Kamlesh Bhattacharya
Mr. Aninda Bhattacharya
..for the respondent
nos. 3 to 5**

The last order dated September 30, 2024 speaks for itself.

The due payable by respondent nos. 3 to 5 to the writ petitioners is to the extent of a sum of **Rs. 1,90,85,000/- (Rupees One Crore Ninety Lakh Eighty Five Thousand)** during the period **November, 2017 till May, 2022** on account of **lease rental** under the **lease agreement** dated **October 17, 2016, Annexure P-5** at **page 98** to the writ petition.

Mr. Shyamal Sarkar, learned senior counsel being ably assisted by Mr. Kumar Gupta, learned counsel and Mr. Rajesh Gupta, learned counsel appears for the petitioners.

Mr. Kamalesh Bhattacharya, learned counsel appearing for the respondent nos. 3 to 5 submits that under the letter dated **January 3, 2024 at page 156** to the writ petition, his clients have admitted specifically the said due payable to the petitioners for the period referred to above. He further submits that this was an obligation to make payment principally on the part of Food Corporation of India under the relevant scheme of the Government of India. The amount could not be paid because Food Corporation of India did not pay the respondent nos. 3 to 5 for onward disbursement to the petitioners.

Mr. Bhattacharya further on instruction from his clients, submits that the entire amount of **Rs. 1,90,85,000/-** shall be paid in **three equal monthly installments** to the petitioners. Mr. Bhattacharya further prays for time till **November 15, 2024** to commence the installment payment.

Accordingly, the respondent nos. 3 to 5 shall pay of the due to the petitioners in **three equal monthly installments to commence from November 15, 2024. There shall not be any default in this regard. The**

balance installments shall be paid by 15th of each succeeding months.

In sofaras the prayers of the petitioners being **(a)(ii)** at **page 24** to the writ petition is concerned, the petitioners have already submitted a representation dated **July 15, 2024, Annexure P-29 at page 159** to the writ petition before the respondent no.4. The respondent no.4 upon issuing a prior hearing notice of at least seven days to the petitioners and after affording them an opportunity of hearing shall dispose of the said representation dated July 15, 2024 by passing a reasoned order in accordance with law.

This exercise shall be carried out and completed by the respondent no.4 positively within a period of **eight weeks** from the date of communication of this order and the reasoned order then shall be communicated to the petitioners positively within a period of **one week** from the date of reasoned order to be passed.

It is made clear that this Court has not gone into the merits of the claim of the petitioners in sofaras it is mentioned in the said representation dated July 15, 2024 and the petitioners shall be at liberty to urge whatever points they wish to urge by relying upon whatever records and documents they wish to rely upon before the respondent no.4 but the same shall not travel beyond the scope of the said representation dated July 15, 2024.

It is made clear that this order shall not create any right or equity in favour of the petitioners, if the petitioners do not succeed to their claim in the said representation dated July 15, 2024, strictly in accordance with law.

Since affidavits are not called for, the allegations made in this writ petition are deemed not to have been admitted by the respondents.

With the above observations and directions, this writ petition, **WPA 18679 of 2024** stands disposed of, without any order as to costs.

Urgent photostat certified copy of this order, if applied for, be supplied to the parties expeditiously, on compliance of usual legal formalities.

(Aniruddha Roy, J.)