

ML-15, wt 16
wt17

04.11.2024
Court No.26
(AD)

(Disposed
of)

MAT 1135 of 2024
With
IA No.: CAN 1 of 2024

Sri Debasis Maiti
Vs.
Smt. Malaya Bhowmik and Ors.
With
MAT 1134 of 2024
With
IA No.: CAN 1 of 2024

Sri Ramgopal Parwal and Ors.
Vs.
Smt. Malaya Bhoumik and Ors.
With
MAT 1606 of 2024
With
IA No.: CAN 1 of 2024
IA No.: CAN 2 of 2024

Sk. Eayakub Ali
Vs.
Smt. Malaya Bhoumik and Ors.

Mr. B.P. Mondal, Advocate
Mr. Sukanta Mondal, Advocate
... for the appellant in MAT 1135 of 2024

Mr. Suprabhat Bhattacharya, Advocate
Mr. Saptarshi Kumar Kundu, Advocate
... for the appellants in MAT 1134 of 2024

Mr. Yudhisthir Maity, Advocate
... for the appellant in MAT 1606 of 2024

Mr. Nandadulal Bandyopadhyay, Advocate
Mr. Samit Kumar Maity Datta, Advocate
... for the respondent nos.1 to 11

Mr. Somnath Ganguly, Ld. AGP
Ms. Sukla Das Chanda, Advocate
Ms. Reshma Chatterjee, Advocate
... for the state respondents in MAT 1134 of 2024

Mr. Gopal Chandra Das, Advocate
Ms. Ananya Das, Advocate
... for the Tamralipta Municipality.

1. Three appeals are taken up for analogous hearing.

2. All the three appeals are directed against the order dated May 16, 2024 passed in WPA 24539 of 2023.
3. Appellants before us are the tenants of an immovable property concerned.
4. Apparently, the property concerned is under development. A revised sanctioned plan exists for the development of such property. Appellants are the signatories to such revised Sanctioned Plan.
5. Appellants accepted that, they are tenants in respect of the property concerned and that, they will be allotted specified areas in terms of the revised sanctioned building plan in respect of the property concerned.
6. Learned Single Judge directed the parties to negotiate with regard to the compensation payable to the tenants during the period when they are out of the occupation.
7. Essentially, the request of the appellants is that the appeal Court decides the quantum of compensation, if any, payable by the landlord to its tenants during the period of development.
8. Neither the landlord nor the tenants are authorities within the meaning of Article 12 of the Constitution.
9. Court is informed that, the parties are unable to arrive at the quantum of compensation payable.
10. Moreover, a Writ Court is ill-equipped to enter

into the issue as to the quantification of the compensation receivable by a tenant in respect of a property which the tenant agreed to be developed through a sanctioned building plan.

11. Issue as to the quantum of compensation, if any payable, is left open to be decided by the appropriate forum.
12. In such circumstances, **MAT 1135 of 2024, MAT 1134 of 2024** and **MAT 1606 of 2024** along with all connected applications are disposed of.

(Debangsu Basak, J.)

(Md. Shabbar Rashidi, J.)