

12.06.2024
Sl. No.23(DL)
srm

**IN THE HIGH COURT AT CALCUTTA
CIRCUIT BENCH AT JALPAIGURI
APPELLATE SIDE**

W.P.A. No. 551 of 2024

Mani Trust

Versus

The State of West Bengal & Ors.

Mr. Pratap Khati,
Ms. Sharon C. Lepcha

...for the Petitioner.

Mr. Momenur Rahman

...for the State-respondents.

1. The petitioner alleges that the Kalimpong Zilla Regulated Market Committee had threatened to cancel the lease rent deed agreement entered into between the Kalimpong Zilla Regulated Market Committee and Mani Trust of Kalimpong District.
2. According to the Secretary of the said committee, as per paragraph 5 of the lease rent agreement, non-payment of outstanding rent would entitle the committee to terminate the lease and take possession of the stall allotted to the lessee.
3. The petitioner is aggrieved on various grounds including the demand of lease rent with interest etc. and prays for a

direction upon the committee to honour the lease deed and the covenants stated therein. It is the specific contention of the petitioner that the authorities were demanding more money than what was provided for in the lease deed as rent and also failed to handover the entire portion of the property as had been incorporated in the lease agreement.

4. The records reveal otherwise. In reply to the demand notices by which the authorities threatened to cancel the lease deed in case of failure to pay the outstanding dues, the petitioner prayed for extension of time to be able to clear all the rent payable for the stalls allotted.
5. The petitioner did not ever raise any dispute with regard to the computation of the rent claimed by the committee towards outstanding dues. It also appears that there were allegations of unauthorised construction. The petitioner's contention was that the renovation was necessary for protection of goods and equipments. It further appears that the petitioner was time and again intimated since 2021 that *vide* resolution of the committee dated September 25, 2020 at a meeting held between the committee and the petitioner, the rate of rent was fixed at Rs.5/- sq.ft.

6. Although, the petitioner contends that different amounts had been claimed as rent at intervals, the letters written by the petitioner indicate that the petitioner did not ever raise any dispute with regard to the claim of rent. The petitioner all along indicated willingness to pay up the money and for resolution of the dispute amicably. It appears that petitioner tried to settle the matter.
7. Under such circumstances, the factual disputes as to the conditions of the lease or the rates payable by the petitioner, cannot be gone into at this stage in view of the petitioner's own admission to pay up the entire outstanding amount.
8. This order shall not prevent the petitioner from paying up all the dues within three months. Till the expiry of the period of three months from date, no coercive steps shall be taken against the petitioner. Upon expiry of three months from date, if the petitioner does not pay the entire outstanding dues, the authorities shall be at liberty to proceed in accordance with law as per the terms and the conditions of the lease deed.
9. The writ petition is, thus, disposed of.
10. There shall be no order as to costs.

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

(Shampa Sarkar, J.)