

**In the High Court at Calcutta
Constitutional Writ Jurisdiction
Original Side**

The Hon'ble Justice Sabyasachi Bhattacharyya

WPO No. 183 of 2024

**Continental Chemical Corporation and Ors.
Vs
West Bengal Small Industries Development
Corporation Limited and Ors.**

For the petitioners	:	Mr. Ashok Pincha (in person)
For the respondents	:	Mr. Debabrata Banerjee, Adv., Mr. Mahendra Prasad Gupta, Adv., Mr. S. Singh, Adv.
Hearing concluded on	:	04.04.2024
Judgment on	:	10.04.2024

Sabyasachi Bhattacharyya, J:-

1. The respondent no. 1, West Bengal Small Industries Development Corporation Limited, as the name suggests, is a Government of West Bengal undertaking which is engaged in the development of small industries in West Bengal and giving a fillip to small business.
2. The petitioner no. 1, on the other hand, is a partnership firm which has been reconstituted several times, old partners yielding place to the new, the petitioner nos. 2 and 3 being its current partners. The

petitioner no. 1 carries on a manufacturing unit of Sodium Sulphite which engages several employees and qualifies as a small industry. The petitioner no. 1 was initially a proprietorship and was allotted Shed No. 6/1 on July 6, 1984 to set up the business. On November 17, 1986, the proprietorship changed into a partnership firm. On December 16, 1986, another plot numbered as 1/1 was allotted to the petitioner no. 1. Subsequently, Plot Nos. 1/2 and 1/4A were also allotted to the firm. Due to the petitioner no. 1 not being granted consent to operate by the West Bengal Pollution Control Board, its allotments regarding Plot Nos. 1/2 and 1/4A were cancelled, upon which the petitioners moved WPA No. 426 of 1997 wherein they obtained an order directing the parties to maintain *status quo*. A direction was given on the Pollution Control Board to inspect the premises and grant No Objection Certificate on fulfillment of requisites. The same having been done, the petitioners were given a hearing and the respondent no. 1 agreed to regularize the allotment of Plot Nos. 1/2 and 1/4A.

3. The petitioners argue that up to July 2014, their allotments continued and draft lease-deeds were prepared, which were also approved by the respondents. All on a sudden on August 1, 2014, the monthly rent for the plots were increased manifold as reflected from the bill raised at that juncture. The dispute as to enhancement of occupation charges persisted for a long time, leading to several writ petitions being filed by the petitioners at different points of time. Ultimately, the matter came up to this Court in WPO No. 2021 of 2022. A Co-ordinate Bench of

this Court, *vide* order dated June 23, 2023, observed, *inter alia*, that the petitioners have continued to default with regard to payment of occupational charges and the allegations of violation of Article 14 of the Constitution of India was vague and without particulars.

4. It was also observed that the petitioners were given several opportunities to rectify the gaps in their dealings by way of execution of lease-deeds and in the payment of arrear rent but the petitioners stood resolute in their stand and failed to comply with their directions. Accordingly, WPO No. 2021 of 2022 was, thus, dismissed.
5. The said order was challenged in appeal. The Division Bench taking up the appeal bearing APO No. 96 of 2023 by its order dated January 15, 2024 recorded that the appellants had brought to the notice of the court that in case of M/s. Gravo Prints, another plot in the same industrial estate, that is, the Behala Industrial Estate was given the benefit of a similar Scheme although they were defaulters in payment of occupational charges as well. In the light of such observations, the Division Bench disposed of the appeal by directing the appellant to submit a representation to the Managing Director of the respondent no. 1, enclosing copies of the documents by which the benefit of the Special Scheme was granted to M/s. Gravo Prints. On receipt of the representation, the Managing Director of the respondent no. 1 was directed to give an opportunity of personal hearing to the partners of the petitioner no. 1-firm and to pass a reasoned order.
6. Pursuant to the Division Bench order, by the impugned order dated February 8, 2024, the Managing Director of the respondent no. 1

considered and rejected the prayer of the petitioners, thereby refusing the petitioners the benefit under the Special Scheme. Being thus aggrieved, the petitioners have moved the present writ petition.

7. The petitioners challenge the impugned order on the ground of discrimination between the petitioners and similarly placed others. It is argued that the Scheme of 2020 and subsequently, the Scheme of 2021, as extended in 2022, pertain to existing allottees at the Behala Industrial Estate. Thus, the premise of dismissal of the petitioners' prayer, that the petitioners did not have an existing or expired lease agreement with the respondents, is irrelevant.
8. It is further argued that the respondents' arguments that the petitioners failed to pay the occupation charges is incorrect, since the petitioners had, time and again, paid security deposits and occupation charges as demanded by the respondents. The petitioners place reliance on the documents annexed to the writ petition in such context. It is argued that since there was a dispute after 2014 due to the huge enhancement of rent, unilaterally effected by the respondents, the petitioners cannot be held guilty for non-payment of occupation charges during the relevant period and are agreeable to pay reasonable charges as levied.
9. The petitioners argue that *vide* Circular dated February 18, 2021, the respondent no. 1 had floated a Scheme for conversion of lease from short-time to long-time in respect of existing allottees of the Behala Industrial Estate. By a subsequent Circular dated August 25, 2022, the Scheme was extended for 180 days. The petitioners having

applied within such extended time, the other ground of refusal in the impugned order, regarding delay on the part of the petitioners, was unjustified.

- 10.** It is argued that although M/s. Gravo Prints, a similarly placed concern which was given the benefit of the Scheme, had a previous lease executed in its favour, the petitioners were not at fault for non-execution of a lease deed, since drafts had been exchanged several times and those draft lease deeds were duly approved by the respondents but could not fructify since the respondents were demanding exorbitant charges at their whims and fancies.
- 11.** Learned counsel for the respondents argues that the respondents were refused the benefit of the Scheme of 2020 by the Co-ordinate Bench judgment dated 23, 2023 passed in WPO No. 2021 of 2022 on the specific observation that the petitioners were defaulters, having failed to clear the previous occupational charges. The Division Bench, it is argued, did not set aside the said order but merely remanded the matter back for consideration on the limited aspect of whether there was a discrimination in view of one M/s. Gravo Prints having been given the benefit of the Scheme despite being similarly placed with the petitioners whereas the petitioner no. 1 was refused such benefit. It is argued that M/s. Gravo Prints had a previous lease and fell within the purview of the Scheme. Thus, there was no violation of Article 14 of the Constitution of India.

12. That apart, the petitioners are still defaulters, having huge outstanding dues and have not come with clean hands before the court.
13. Thirdly, the respondents argue, the petitioners made the application for benefit of the Scheme late, beyond the contemplation of the Scheme and as such, are not entitled to such benefit.
14. Thus, the present adjudication revolves around the interpretation of the Schemes-in-question with reference to whether a prior lease deed was necessary or a mere allottee would be entitled to the benefit of the Schemes. The ancillary question which arises is whether the issue of the petitioners being not entitled to the Scheme is barred by *res judicata*, having already been decided in WPO No. 2021 of 2022.
15. A careful consideration of the order dated June 23, 2023 passed by the learned Single Judge in WPO No. 2021 of 2022 shows that the learned Single Judge refused the petitioners' plea of discrimination only on the ground that they were defaulters, having not paid occupation charges since 2014 for two plots and a shed which are in issue. In paragraph 20, it was observed that the petitioners' reliance on the Minutes dated October 13, 2020 is misplaced since alleged benefit of the Special Scheme for old and existing entrepreneurs was made conditional upon the previous dues being cleared. It was also taken note of that there were numerous notices issued by the Corporation to the petitioners before and after the Minutes.
16. In paragraph 21, the learned Single Judge observed that there is no evidence on record to show that other allottees have been given special

treatment or benefits which have been denied to the petitioners. It was also recorded that even if it is assumed that other existing allottees have been given the benefit, the petitioners' continuing default with regard to payment of occupational charges makes the alleged discrimination irrelevant.

- 17.** Hence, the plinth of the judgment was the petitioners' non-payment of occupational charges since after 2014.
- 18.** However, it is clear from the language of Paragraph 21 of the said judgment that the court proceeded on the basis that even if it is assumed that other existing allottees were given the benefit of the Scheme, the petitioners continuing default robbed them of taking the plea of discrimination.
- 19.** Two facets become clear from the above. First, the learned Single Judge did not decide on merits, nor was it argued or fell for consideration before the said Court, as to whether the non-payment by the petitioners were justified. There was no adjudication on the dispute raised by the petitioners regarding the allegedly exorbitant occupation charges demanded by the respondents, which was the basis of the non-payment from the year 2014. The refusal to interfere was primarily on the ground of equity, since the petitioners' non-payment was held against the petitioners. Thus, the issue as to whether there was any justification for non-payment and consequentially the dispute regarding the allegedly exorbitant demands of rent by the respondents was never decided and the

judgment in WPO No. 2021 of 2022 does not operate as *res judicata* on the said issues.

- 20.** As to the finding of the learned Single Judge that there was no discrimination otherwise, the said chapter was reopened by the Division Bench to a limited extent, permitting the petitioners to give a representation which was to be considered by the respondents, taking into account the particular case of M/s. Gravo Prints.
- 21.** Although, at the final hearing of the present writ petition, the petitioners sought to produce documents regarding another entity having been given similar benefit, the same cannot be a subject-matter here, not being a part of the pleadings at any point of time and having been brought to the notice of the court and the respondents at the eleventh hour.
- 22.** Two questions thus remain to be decided, as to whether the dispute raised by the petitioners regarding the payment of occupation charges was justified in the facts of the case and whether, even as ‘allottees’, the petitioners could have got the benefit of the Scheme.
- 23.** A careful perusal of the order passed in WPO No. 2021 of 2022 shows, as reflected in paragraph 20 of the same in particular, that the said challenge was in the context of the 2020 Scheme.
- 24.** The minutes of the meeting dated October 13, 2020 contained the crux of the 2020 Scheme. It was introduced as a Special Scheme for “old and existing entrepreneurs of Behala Industrial and Commercial Estate”. Thus, the Scheme was not restricted to leaseholders but applied to all old and existing ‘entrepreneurs’ at the Estate. Since the

petitioner no. 1 has been given allotments for doing business there since as long back as the year 1984, the petitioners obviously qualify as such entrepreneurs who come within the purview of the Scheme.

- 25.** The Scheme was modified by a Circular dated February 18, 2021 which refers to the 359th meeting of the respondent no. 1 held on February 10, 2021 which had decided to launch a Special Scheme for “conversion of lease from short-term to long-term in respect of the existing allottees of Behala Industrial Estate”. Thus, both the expressions “allottees” and “lease” have been used, leaving it open for interpretation as to whether the allottees, to be eligible under the Scheme, necessarily had to have a prior or existing lease to get the benefit of the Scheme.
- 26.** In the Minutes of the meeting dated February 11, 2022 held subsequently, it was held by the respondents that in case of outstanding dues the old rate had been taken into consideration. Only enhancement of rate had been applied as per the initial lease deed offer-letter which was not reflected in the last issued rent bill. It was further recorded that no new rate or illogical or abnormal rate has been applied for calculating the outstanding dues.
- 27.** Hence, by floating the 2021 Scheme, subsequent riders were added to the 2020 Scheme.
- 28.** While interpreting the Circular dated February 18, 2021, we are to look into the language of the same. In the first paragraph, it refers to conversion of lease from short-term to long-term, which apparently

indicates the pre-requisite of existence of lease. However, the same is qualified by the latter expression “existing allottees”.

29. Further light is shed by the terms and conditions of the Scheme which are vital to interpret the intended beneficiaries of the same. In the first paragraph under the Terms and Conditions, it is stated that to get the opportunity of the Scheme, “the *allottees* shall have to apply.....”. But under Clause V, Other Terms and Conditions, the expression “rate incorporated in the lease-deed” and “if the lease is expired” have been used.
30. In the Circular dated August 25, 2022, in furtherance of the 359th meeting held on February 10, 2021, which was the very basis of the Circular dated February 18, 2021, the purpose of the Scheme was enumerated to be the present down and out situation of MSME Industries and to support industrialization and growth of employment. In Clause 2 thereof, the expression “allottees” has been used.
31. It is well-settled that in the case of beneficial legislation and/or Schemes, the interpretation of widest amplitude, which is to advance the purpose of the legislation or the Scheme and not to restrict the same, is to be given. In such perspective, we find that the original Scheme dated October 13, 2020 clearly speaks about the old and existing *entrepreneurs* of the Behala Industrial and Commercial Estate, not confining the same to lease holders or non-lease holders. Again, both the expressions “lease” and “allottee” have been used in the February 18, 2021 Circular. The extension granted in respect of the said 2021 Circular *vide* Circular dated August 25, 2022 also

speaks about *allottees* of the Behala Industrial Park/Estate. Thus, the predominant purpose of the Scheme as continued from 2020 till 2022, can only be construed to be applicable to all allottees who were carrying on entrepreneurial activities in the said Estate, not confining the same merely to units which had previous leases.

32. Another aspect cannot be overlooked in the facts of the present case. The petitioners have all along been corresponding with the respondents and submitting lease documents which were being refused by the respondents on one technical ground or the other. Lastly, the lease was approved but could not be finalized only due to the dispute regarding occupational charges raised between the parties not being resolved.
33. The rent bills annexed at page 75 (Annexure P-15) of the writ petition, dated August 1, 2014, in respect of all the concerned Plots referred to the petitioner no. 1 as “lessee”. In the very first caption of the said rent bills, under the head “Name of the lessee”, the petitioner no. 1 has been mentioned. Therefore, even by the conduct of the respondents, it can be construed that for all practical purposes allottees and lessees were used interchangeably by the respondents at all material times.
34. Hence, the refusal to entertain the requests of the petitioner no. 1 merely on the ground that they were not lease holders is irrelevant and beside the point. The respondent no. 3, the Managing Director of respondent no. 1-Corporation, held that there was no discrimination between the petitioner no. 1 and M/s. Gravo Prints since the latter

entity had a lease whereas the petitioner no. 1 did not. The said ground of distinction loses validity in view of the above discussions.

- 35.** The other question which arises is that, although it was held by the Co-ordinate Bench in WPO No. 2021 of 2022 that the petitioners have all along been guilty of non-payment of outstanding dues, whether there was any justification for such non-payment. The said issue is not only relevant in isolation, but also in the context of discrimination, because the learned Single Judge had observed that the ground of discrimination was not available to the petitioners since the petitioners had not paid outstanding dues, without deciding the dispute as to the justification regarding such dispute. Since the Division Bench had reopened the issue of discrimination, if it can be shown that the non-payment by the petitioners was otherwise justified, then the petitioners are to be treated at par with M/s. Gravo Prints and others who have been granted the benefit of the Scheme. In fact, even without such justification, it is seen that M/s. Gravo Prints was also a defaulter but has been treated with special favour whereas the petitioner no. 1, also a defaulter, has not been given the benefit. The said element of exercise of discretion by the respondents itself reeks of discrimination.
- 36.** However, to overcome the ground of non-payment, which was the basis of the learned Single Judge holding in WPO No. 2021 of 2022 that the petitioners are not entitled to equity, let us consider the relevant facts regarding such non-payment.

- 37.** From Annexure P-15, as referred to above, it is seen that the outstanding dues of the petitioners were shown in the said bill for all the three concerned Plots/Shed, being Plot Nos. 6/1, 1/1 and 1/2 as nil. There was a steep jump in the rent claimed for the self-same three Plots, which are the subject-matter of consideration, in the very next rent bill raised contemporaneously. A chart is given below to indicate the same:

<u>Plot</u>	<u>Rent</u>		<u>Increase</u>
	<u>Page 75-77</u> (Rs.)	<u>Page 78-80</u> (Rs.)	
6/1 (3700 Sq. Ft.)	5,291	2,03,426	> 38x
1/1 (2000 Sq. Ft.)	1,760	80,360	> 45x
1/2 (2520 Sq. Ft.)	2,218	1,01,248	> 45x

- 38.** The element of enhancement was challenged by the petitioners by way of a writ petition bearing WP No. 786 (W) of 2014. A Co-ordinate Bench of this Court, by its Order dated September 4, 2014, recognized the fact that the petitioners are in occupation of the industrial estate and the rate for such occupation was increased by the respondent-Authorities which was the subject-matter of the said writ petition and directed affidavits. The writ petition was disposed of on March 10, 2015 by another learned Single Judge who, *inter alia*, observed that there was no public law element and a serious factual dispute was involved, but kept the issue alive by granting liberty to the petitioners to make a representation to the Chairman/Managing Director of the

respondent no. 1 who was to consider the same after giving a short hearing to the writ petitioners and communicate the decision to the petitioners.

- 39.** It is to be noted that the public law element has been reopened subsequently in WPO No. 2021 of 2022 and in the Division Bench order against the same. The element of discrimination was directed to be reconsidered by the said subsequent Division Bench. The alleged discrimination pertains to contravention of Article 14 of the Constitution which, when committed by a public authority which should otherwise be committed to the development of small industries in the State, definitely acquires higher proportions than an individual dispute, bringing it within the public law domain, thus amenable to the writ jurisdiction.
- 40.** Be that as it may, pursuant to the direction of the learned Single Judge in WP No. 786 (W) of 2014, a hearing was given to the petitioners but the respondents stuck to their guns. Upon consideration, the outstanding dues were shown in a bill dated April 19, 2018 (Annexure P-22) which reiterated the exorbitant structure of the rents/occupation charges claimed.
- 41.** The petitioners, having no other option, challenged the increase and sought information and documents on the specific issues as to on whose orders the rent of the petitioner no. 1 for all three premises were increased during August, 2014 and allied questions, including whether such enhancement was made applicable to all 42 plot holders in the Estate. The authorities thwarted the efforts of the petitioners

by repeatedly contending that the information was 'confidential' and refused to part with the same.

- 42.** Relief, ultimately, came to the petitioners in the form of an order of the second appellate authority under the Right to Information (RTI) Act, 2005 dated September 23, 2019 in favour of the petitioners. The Commission held that on examining the RTI application, it was of the firm opinion that the information sought by the appellants cannot be denied to him and it should be provided. Thus compelled, certain minutes were furnished to the petitioners, including the minutes of a meeting dated October 13, 2020 which clearly introduced a Special Scheme for old and existing entrepreneurs of the Behala Industrial and Commercial Estate. Thus, implicitly, the respondent-Authorities admitted that the petitioners, irrespective of holding a lease or not, came within the purview of the Scheme for the old and existing entrepreneurs at the Industrial Estate and the enhancement was allegedly in terms of the said Special Scheme.
- 43.** However, the Circular dated February 18, 2021, which has already been held above to include all allottees, was further clarified in the minutes of the meeting dated February 11, 2022.
- 44.** In such clarification, as directed by the Chairman and Managing Director of respondent No.1, the Finance Officer explained that in case of outstanding dues, the old rate had been taken into consideration. Only enhancement of rate had been applied as per the initial lease deed/offer letter which was not reflected in the last issued bill. No new rate or illogical/abnormal rate had been applied while calculating the

outstanding dues. What is extremely important is that the expressions “initial lease deed” and “offer letter” were used interchangeably by the respondents themselves. Thus, no discrimination was made till that date between holders of lease deeds and allottees with offer letters. Thus, the current ground cited by the authorities, that the petitioner no.1 does not have a lease, is invalid, being beyond the purview of the Scheme itself. Moreover, since the respondents themselves had hugely increased the rents contrary to the impression given in the minutes of the meeting dated February 11, 2022, such enhancement itself justifies the non-payment of occupation charges at such huge rates by the petitioners. The dispute regarding rate of rent was all along sub-judice in various writ petitions and, unless resolved, the rate of rent could not be said to be finalized. The said rates have till date not ripened into a justified claim as the dispute has never been resolved. Hence, discriminating against the petitioner on the ground that they are defaulters does not hold water.

- 45.** A perusal of the Chart which has been used in paragraph no. 37 above shows that within the span of a single month, the rate of rent for Plot No. 6/1 was increased more than 38 times, whereas those for Plot Nos. 1/1 and 1/2 were increased more than 45 times each. Such unexplained and exorbitant increment is palpably arbitrary, unreasonable and disproportionate, which vitiates the very basis of the enhancement and consequentially the claim based thereon.
- 46.** Thus, in the absence of any valid claim since after August, 2014, the petitioners were not liable to pay such unreasonable and arbitrary

amounts at all. This factor takes away from the allegation of default on the part of the petitioners. The authorities being entirely responsible for the dispute regarding occupation charges, the 'defaulters' tag cannot be attached to the petitioners to discriminate against them, which, if permitted, would allow the respondents to take advantage of their own wrong.

- 47.** Another aspect is required to be looked into, since it has been cited as a ground for discriminating against the petitioners as opposed to M/s Gravo Prints. The respondent No.3, in the impugned order, has cited purported delay on the part of the petitioners in making application under the 2021 scheme. From the said order itself, it is seen that the Circular was dated February 18, 2021, giving 3 months time to apply, but the petitioners applied on September 16, 2021, beyond the said 3 months. However, in the very same impugned order, we can find reference to the Notification dated August 25, 2022 which enlarged the time to 180 days. The petitioners came within such time as well as within the original last date till when the Scheme would be in force, that is, December 31, 2021. Even the respondent No.3, in the impugned order, did not harp on the delay much and shifted focus to the issue of the petitioners' case falling short for lack of a lease agreement.
- 48.** Thus, the ground of delay cannot also be a valid ground of discrimination.

49. Again, the order of the Learned Single Judge in WPO No. 2021 of 2022 was rendered primarily in the context of the 2020 Scheme, which has undergone modification by the 2021 Scheme, as extended in 2022.
50. Hence, the cause of action for the present writ is subsequent and continuing and the findings of the Learned Single Judge in WPO 2021 of 2022 cannot preclude the petitioners from raising the issue of discrimination on the basis of non-payment of an exorbitant amount.
51. In the draft lease deeds exchanged at various points of time between the parties, the enhancement of rent was stipulated to be around 10 per cent of the existing rate at the time of renewal, which was subsequently modified to increase of rate of rent at 10 per cent every five years in terms of the communication dated May 24, 2004 made by the respondent No. 1 to the President of the Behala Industrial Estate Entrepreneurs' Association.
52. The amounts claimed in the enhanced bill of 2014 from the petitioners and the subsequent revised bill dated April 19, 2018, however, were much beyond 10 per cent. The communication issued by the respondent No.1 on June 16, 2008 to the petitioner No.1 also enumerated the enhancement at 10 per cent every five years. Hence, the exorbitant demand was *de hors* the agreement between the parties and all the promises made and assurances given by the respondents at various points of time. Thus, such enhanced claim was vitiated in law and contrary to the policy decisions of the respondents themselves and could not be a valid basis for charging occupation charges from the petitioners or labelling the petitioners as defaulters for non-

payment of outstanding dues on the basis of the said inflated calculations.

53. The basis of calculation has to be necessarily in terms of the minutes of the meeting dated February 11, 2022 (Annexure P-33) where it was assured by the Chairman and the Managing Director of the respondent No.1 that the enhancement of rate applied has to be as per the initial offer-letter and no new rate or illogical/abnormal rate can be applied. Thus, it is necessary that before stigmatizing the petitioners as defaulters, the respondents have to raise a proper bill, honouring their own commitment to the allottees and entrepreneurs running small industries in the concerned Estate for a prolonged period.
54. Only upon such bill being raised and an opportunity being given to the petitioners to pay the same can it be said that the petitioners have or have not complied with the same.
55. Hence, it is quite evident from the above discussions that the petitioners were palpably discriminated against, despite having been situated on similar premise as others, including M/s Gravo Print, who were given the benefits of the Scheme despite being defaulters, although the Scheme applies to all allottees, irrespective of having any prior lease. The discrimination meted out to the petitioners, thus, is palpable and violative of Article 14 of the Constitution of India.
56. Accordingly, **WPO No. 183 of 2024 is allowed on contest**, thereby setting aside the impugned order dated February 8, 2024 passed by respondent No.3, refusing the benefit of the concerned Scheme

(initially of 2020, thereafter modified in 2021 and extended in 2022) to the petitioners. The respondent No.1 shall calculate the outstanding dues of the petitioner from August 2014 till date, computing enhancements at the rate of 10 per cent after every 5 years, the base rate being the original rate at which the allotment was given to the petitioner, in terms of the resolution taken by the minutes dated February 11, 2022 (Annexure P-33 at page 110 of the writ petition). Such modified bills of outstanding dues shall be communicated to the petitioners within 4 weeks from date. The petitioners shall pay the said outstanding dues within 8 weeks thereafter. Upon such dues being cleared by the petitioners, the respondent No. 3 shall issue an offer-letter to the petitioners and enter into a lease deed with the petitioner as per the Scheme dated February 18, 2021 as extended by the Circular dated August 25, 2022, by deeming the petitioners to have applied within time under the said Scheme.

- 57.** In the event the petitioners have any further dispute regarding the modified outstanding bills raised by the respondents, it will be open to the petitioners to challenge the same before an appropriate forum/the writ court.
- 58.** Till the above process is complete, no coercive steps shall be taken by the respondents against the petitioners and the respondents shall remain restrained by an order of injunction from disturbing the peaceful conduct of business/manufacturing from the subject plots/shed by the petitioners in any manner whatsoever.
- 59.** There will be no order as to costs.

- 60.** Urgent certified server copies, if applied for, be issued to the parties upon compliance of due formalities.

(Sabyasachi Bhattacharyya, J.)