

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
ORIGINAL SIDE

WPO/1869/2023
ASISH CO
VS
THE WEST BENGAL SMALL INDUSTRIES DEVELOPMENT CORPORATION
LIMITED AND ORS.

BEFORE :
THE HON'BLE JUSTICE SABYASACHI BHATTACHARYYA
Date : 16th January, 2024

Appearance:

Mr. Shiv Shankar Banerjee, Adv.
Ms. Sanchita Barman Roy, Adv.
Mr. R. Mitra, Adv.
...for the petitioner.

Mr. Debabrata Banerjee, Adv.
Mr. M.P. Gupta, Adv.
Mr. Kamal Kr. Chattopadhyay, Adv.
Ms. Antara Panja, Adv.
Mr. S. Singh, Adv.
...for the respondents.

The Court : The petitioner never had any tenancy agreement with the respondents. The present challenge has been thrown against allegedly arbitrary quantification of outstanding dues, the payment of which has been made a pre-condition for the respondents to enter into a short-term lease with the petitioner.

It is contended that the basis of such claim of outstanding dues and a Circular whereby the proposed rent for grant of lease has been fixed by the respondents is palpably arbitrary, not being backed by any reason. It is argued that the respondents, being instrumentalities of the statute, have to act on a higher footing of transparency and fairness than an ordinary landlord.

However, it transpires that the impugned communication of the respondents is only on the premise that a particular quantification has been done by the respondents, insisting upon payment of the same by the petitioner for entering into a lease agreement with the petitioner.

At this juncture, no legal right of the petitioner has been violated. Only in the event a specific claim is made before a competent Court/Forum for the quantum of outstanding dues quantified by the respondents and/or a proceeding for eviction of the petitioner is initiated, the arguments made in the present writ petition by the petitioner shall be available to the petitioner as grounds of defence to such claims.

However, as mentioned earlier, the challenge at this stage is premature and need not be entered into.

Accordingly, WPO/1869/2023 is disposed of without any interference in the light of the above observations.

It is made clear that nothing in this order shall preclude the petitioner from approaching the respondent authorities to negotiate the proper quantum of rent and terms of lease.

(SABYASACHI BHATTACHARYYA, J.)