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WPA 1313 of 2025

Subrata Saha
Vs.
Bank of Baroda & Ors.

Mr. Krishna Das Poddar
Ms. Rubina Akhtar
Ms. Mandira Brahma
..... for the petitioner

Mr. Dipayan Datta
..... for the Bank of Baroda

Mr. Biswajit Mukherjee
Mr. Debanjan Mukherjee
Ms. Susmita Chatterjee
..... for the KMC

1. The writ petition has been filed seeking outstanding on account of rent as well as on account of corporation taxes of an area of 450 sq. ft. being occupied by the respondent Bank as a lessee.
2. Mr. Poddar, learned Advocate appearing for the petitioner, submits that the area has been gifted to him by a duly executed and registered deed of gift, by his mother, sometime in June, 2016. According to the petitioner, the gift deed not only specifies 1/3rd shares of the three brothers of whom the petitioner is one in respect of the land, it also records that the petitioner shall exclusively get 450 sq. feet of the commercial space on the

ground floor of the said premises at 152/A, Dr. Suresh Chandra Banerjee Road, Kolkata – 700 010.

3. Having title over this 450 sq. ft. on the ground floor (hereinafter referred as the “said area”), the petitioner now claims the right to receive the rentals and charge for the municipal taxes in respect of the said area from the Bank. The petitioner’s case that the lease deed of October 5, 2005, between his mother, (since deceased) and the Bank has been grossly flouted and breached by the Bank, is supported by several documents. It is also the petitioner’s case that the Bank is presently not using the said premises for the purpose for which it had been leased or for any other purpose. The said area is lying under the possession of the Bank, though not being utilized in any manner. Thus, the petitioner’s grievance in the instant petition that the outstanding on account of monthly lease rentals, which have fallen due in respect of the said area and the outstanding municipal taxes in respect of the same be paid by the Bank to him at the earliest.
4. Mr. Dutta, learned Advocate appearing for the petitioner, as expected, merely raises a point of maintainability on the following issues :

- (a) This is a completely private dispute, without any element of public duty that is generally associated with a Bank;
 - (b) The present petition is really in the nature of a proceeding seeking recovery of monies allegedly due and payable by the Bank to the petitioner. Hence, not maintainable by a writ petition.
5. Mr. Mukherjee, learned Advocate appearing for the Kolkata Municipal Corporation, has submitted that a sum in excess of Rs.6 lakhs on account of the outstanding municipal taxes and penalty thereof, is payable on account of the said area.
 6. Heard the learned Advocates for the parties and perused the records.
 7. It is true that this is an entirely private dispute with no element of the Bank's public duty and it is equally true that a civil suit is the preferred remedy for recovery of the outstanding from the Bank by the petitioner but it cannot be denied that the Bank is in default.
 8. However, the Bank is agreeable to reach an amicable settlement with the petitioner, without the intervention of the Court. The petitioner is also willing to approach the Bank for such

settlement. Since the petitioner seeks redressal of disputes which are entirely in the private domain of the parties, I am not inclined to exercise any jurisdiction under Article 226 of the Constitution of India.

9. Parties are at liberty to settle the pending issues, if so advised.

10. However, dismissal of the instant petition will not create any equity in favour of any of the parties nor bar the petitioner from undertaking any civil action for recovery of the outstanding amounts, if so advised.

11. Thus, the writ petition is dismissed.

12. There shall, however, be no order as to costs.

13. Urgent photostat certified copy of this order, if applied for, be supplied to the parties on usual undertaking.

(Reetobroto Kumar Mitra, J.)