

21.04.2025
Sl. No.15
Ct.3/ tkm

W.P.A. 3819 of 2025
[Baby Chowdhury & Ors. vs. State of West Bengal & Ors.]

Mr. Sanat Kr. Ray
Mr. B Ghosal

... .. for the petitioners

Mr Gourav Das
Md. Zakir Hossain

... .. for the State

Mr Somitra Bandyopadhyay
Mr. Subhasis Bandyopadhyay

... .. for the municipality

1. The present writ petition is filed seeking compliance of the order passed by this court in WPLRT 76 of 2019 dated 3.5.2024.
2. It is the case of the petitioners that the two plots of land bearing nos. 4691 and 4696 of Mouza Nari, J.L. No. 11 originally belonged to the Burdwan Municipality. The Municipality, at that stage had proposed to use the said land as a dumping ground for the waste products of the Municipality. Due to strong public opposition in using the aforementioned lands as a dumping yard, the municipality decided to exchange the two said plots of land with the petitioners' plot no. 1101 admeasuring 2.87 acres at Palashi. Accordingly, the Chairman, Burdwan Municipality in accordance with the resolution passed by the Municipality under section 76 of

the Municipal Act and after getting permission from the higher authorities, executed deeds of exchange thereby exchanging the plot Nos. 4691 and 4696 with plot no. 1101. Later on, the petitioners also gifted their plot of land in Sadhanpur to the Municipality.

3. The plot of land at Nari was muted in the names of the petitioners. The Plots of land at Palashi and Sadhanpur were muted in the name of the Municipality.
4. Subsequently, the municipality wanted to get back the possession of 'Nari' property. A meeting of the Purchase Committee of the Municipality was held on 9th March, 2017, for taking decision for the purchase of the Nari property from the petitioners. In the said meeting, the Additional District Magistrate (in short ADM) opined that the exchange was in contravention of section 6(3) of the West Bengal Estates Acquisition Act, 1953 since neither the petitioners nor the Municipality had taken requisite permission from the State Government under section 6(3) of the said Act. In view of the same, a resolution was passed by the Committee, declaring that the deed entered into by and between the petitioners and the municipality was null and void.

5. In order to cancel the exchange deed the municipality thereafter approached the civil court in Title Suit no. 156 of 2018. Petitioners challenged the said resolution before this court in writ petition no. 10679 (W) of 2018. Since the parties are already agitating before the civil court regarding their respective titles, the learned single judge dismissed the said writ petition by observing that it is appropriate for the parties to resolve their dispute before the civil court.
6. The petitioners had preferred an appeal against the order of the learned single judge in FMA 751 of 2019. The Hon'ble Division Bench dismissed the appeal endorsing the view expressed by the learned single judge by opining that the title dispute is to be decided by the civil court.
7. It is the allegation of the petitioners that the respondent municipality is now carrying out construction at the 'Nari' property and the same will affect their rights.
8. This court has heard the arguments advanced by the parties and has perused the documents placed on record.
9. The Hon'ble Division Bench, in FMA 751 of 2019, has unequivocally held that that the inter se dispute between the parties is civil in nature and endorsed the view taken by the learned single

judge. The Hon'ble Division Bench further reiterated that the title dispute between the contesting parties is to be adjudicated by the civil court in their pending Title Suit no. 156 of 2018.

10. The present dispute being fundamentally connected to the question of ownership and title over the said land in question, this Court is of the considered opinion that the petitioners ought to seek redressal before the appropriate forum i.e. Civil Court in their pending Title Suit No. 156 of 2018.

11. With the above observation, the present writ petition is disposed of.

12. However, there shall be no order as to costs.

(Gaurang Kanth, J.)