

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

**The Hon'ble Mr. Justice Sabyasachi Bhattacharyya
And
The Hon'ble Mr. Justice Supratim Bhattacharya**

**WPLRT No. 6 of 2014
IA No: CAN 2 of 2025**

**Dynamic Vyapar Private Limited
– Versus –
M/s. Hindustan Petroleum Corporation Ltd. and Others**

For the petitioner	:	Mr. Supratim Dhar, Sr. Adv., Ms. Madhupriya Dhar, Mr. Amitava Mitra, Mr. Dhruba Brata Basu, Ms. Urmi Sengupta, Mr. Naman Agarwal, Mr. Manmatha Mondal
For the HPCL	:	Mr. Kallol Basu, Mr. Nilanjan Pal
For the State	:	Mr. Sk. Md. Galib, Sr. Govt. Adv., Ms. Munmun Ganguly
Heard on	:	12.11.2025, 13.11.2025 & 17.11.2025
Reserved on	:	17.11.2025
Judgment on	:	24.11.2025

Sabyasachi Bhattacharyya, J.:-

1. The present writ petition emanates out of an order dated July 6, 2009, passed by the *Thika* Controller holding that the subject-property is not a *Thika* property.
2. The respondent no.1 herein preferred a challenge against the said order before the Land Reforms and Tenancy Tribunal (LRTT) giving

rise to OA No.1894 of 2009, which was allowed by the learned Tribunal by its order dated November 12, 2013, holding that the let-out portion of the subject-premises is a *Thika* tenancy under the provisions of the West Bengal *Thika* Tenancy (Acquisition and Regulation) Act, 2001 (hereinafter referred to as “the 2001 Act”).

3. The present challenge has been preferred against the said order of the Tribunal.
4. The learned Senior Advocate appearing for the petitioner submits that the lease in respect of the vacant portion of Premises No.236, A.G.C. Bose Road (formerly Lower Circular Road), Kolkata – 700 017 was granted in the year 1938. At that juncture, the property already consisted of land with *pucca* structures. The said property was undemarcated and, as such, was not segregated between a vacant land and a structure.
5. The original lessee, namely, Caltex (India) Pvt. Ltd., the predecessor-in-interest of the respondent no.1, had allegedly constructed a *kutcha* structure at the time of its induction and later on raised *pucca* structures in the let-out portion.
6. Moreover, the property was let out for a period of more than 12 years with option of renewal.
7. It is argued that on both counts, the said property is excluded from the purview of the Calcutta *Thika* Tenancy Act, 1949 (for short, “the 1949 Act”) as well as the Calcutta *Thika* Tenancy (Acquisition and Regulation) Act, 1981 (in brief, “the 1981 Act”) and the 2001 Act.

8. The petitioner argues that, in order to determine the subsistence of a *Thika* tenancy on the date of commencement of the 1981 Act, it is to be seen whether the respondent no.1 was a *Thika* tenant under the 1949 Act. For such proposition, learned senior counsel cites *Bimal Chandra Mitra v. Nemai Palit*, reported at (2003) 3 CalLT 511 (HC).
9. In *Nemai Chandra Kumar (D) Thr. Lrs. and others v. Mani Square Ltd. & Others*, reported at 2022 SCC OnLine SC 920, the Hon'ble Supreme Court held that the 1981 Act and the 2001 Act do not apply retrospectively. It was further held that repeal and simultaneous re-enactment is to be considered as the reaffirmation of the old law. Thus, the position of *Thika* tenancy provided in the 1949 Act was reiterated by the 1981 Act.
10. Learned senior counsel controverts the arguments of respondent no.1 that the Article 141 of the Constitution of India does not provide that a judgment will act as a precedent if the Hon'ble Supreme Court has not considered the relevant provisions of law. In any event, it is submitted, the Hon'ble Supreme Court, in the matter of *Mani Square Ltd. (supra)*¹, passed its judgment upon consideration of all relevant aspects of the governing statutes of 1949, 1981 and 2001.
11. It is further argued that Regulation 8 of the Building Regulations in respect of lands covered by the 1981 Act and certain provisions relating to regulation of buildings do not lay down that even *pucca*

1. *Nemai Chandra Kumar (D) Thr. Lrs. and others v. Mani Square Ltd. & Others*, reported at 2022 SCC OnLine SC 920

constructions raised by the tenant cannot disentitle a property to be a *Thika* property. It is argued that the first Building Regulation came into force by incorporation in the 1949 Act in the year 1969 and all other subsequent Building Regulations are merely for the purpose of taking consent from the Controller and getting a plan sanctioned from civic bodies with the purpose of regulating and simultaneously allowing owners of *Thika* structures to develop their property. Such Regulations, by no stretch of imagination, can be interpreted to mean that even if *pucca* structures are raised by the tenant, the property can be considered as a *Thika* property.

12. In support of his contention, learned senior counsel, apart from citing the *Mani Square* case (*supra*)², relies on *Lakshimoni Das & Ors. v. The State of West Bengal & Ors.*, reported at AIR 1987 Cal 326, in both of which it was held that there can be no *pucca* structures on a *Thika* land.
13. In *Amit Basu v. The Controller & Ors.*, reported at 2014 SCC OnLine Cal 6284, it was held that the existence of even one *pucca* structure amongst several *kutchha* structures on a land will remove the land from the rigours of the *Thika* Tenancy Acts.
14. Next relying on *Sri Santosh Agarwal and Anr. v. The State of West Bengal & Ors.* [WPLRT/81/2024], an unreported co-ordinate Bench judgment of this Court, it is contended that a *pucca* structure standing at the time when the tenancy was created would preclude

2. *Nemai Chandra Kumar (D) Thr. Lrs. and others v. Mani Square Ltd. & Others*, reported at 2022 SCC OnLine SC 920

the tenancy in respect of vacant portion of the same premises from the operation of the *Thika* Tenancy Acts.

15. Learned senior counsel appearing for the petitioner next relies on *Sri Sri Satyanarayan and Others v. S.C. Chunder*, reported at (2001) 3 CHN 641, to reiterate the proposition that unless all the structures in the tenancy are *kutchha*, a *Thika* tenancy cannot exist.
16. Lastly, the petitioner relies on *Bimal Chandra Mitra v. Nemai Palit*, reported at (2004) 1 CHN 289, where it was held that in order to determine the subsistence of a *Thika* tenancy on the date of commencement of the 1981 Act, it is to be seen whether or not the tenant was a *Thika* tenant under the 1949 Act.
17. Thus, it is argued that the learned Tribunal erred in law and without jurisdiction in holding that the subject-property is a *Thika* tenancy.
18. Learned counsel appearing for the respondent no.1 submits that since the lease of a vacant land, with permission to make construction thereon, was granted in 1938 to the predecessor-in-interest of the said respondent, the property is to be construed as a *Thika* tenancy. It is argued that a vacant land can be treated as *Thika* property even if the premises on the said property had *pucca* construction before induction of the tenant.
19. It is argued that the definition of “*Thika* tenant” substantially remained the same in the Acts of 1949, 1981 and 2001, particularly in view of the definition of “*pucca* structure” having been expanded

by appending the phrase “or by any other material of a durable nature”.

- 20.** By the Amendment Act of 2010, with effect from November 1, 2010, *pucca* structures were included within the definition of *Thika* tenancy in the 2001 Act. It is argued that such amendment is clarificatory in nature and, as such, should be deemed to operate from the inception of the 1949 Act.
- 21.** Learned counsel for the respondent no.1 contends further that the right to erect a *pucca* structure, upon being armed with proper permission from the appropriate authority, has featured in all the legislations pertaining to *Thika* tenancy from the year 1949 till 2001. By placing reliance on the relevant provisions of the 1949 Act, the 1981 Act and the 2001 Act, it is argued that the term “*pucca* structure” has been defined in the said statutes. Section 2(4a) of the 1949 Act defined the term “*pucca* structure” whereas Section 10A of the said Act, as amended by the 1969 Act, provided for the right of the *Thika* tenant to erect *pucca* structures.
- 22.** Moreover, Regulation 8 of the Building Regulations in respect of the 1981 Act also lays down that even *pucca* constructions raised by the tenant cannot exclude a property from the purview of “*Thika* tenancy”.
- 23.** Learned counsel argues that the genus of the right of *Thika* tenant lies in his right over the *Thika* land and the right to obtain permission from the Controller in accordance with the Section 8 of the 2001 Act, for being allowed to erect a *pucca* structure on the

Thika land. Therefore, it is argued that the right of a *Thika* tenant over the *Thika* land is inseparable from his right over the structure. the two rights being intertwined and impartible.

24. The definitions of “premises” and “holding”, as given in the Act of 1981, suggest that even if someone takes possession of ‘any land’, they can become a *Thika* tenant. “Any land” means a vacant land. Again, under the provisions of the Building Regulation in respect of lands covered by the 1981 Act, “holding” means a parcel or parcels of land occupied by any person as tenant under one lease or one set of conditions where such tenant has been occupying the land from or before the commencement of the 1981 Act. It is argued that ‘premises’ means a holding.
25. In different law dictionaries, it is contended, the term “premises” means and/or includes land, for which proposition learned counsel cites *Ardeshir H. Bhiwandiwalla v. State of Bombay (Now Maharashtra)*, reported at AIR 1962 SC 29.
26. It is argued by the respondent no.1 that “issue” means issue of fact and law. Placing reliance on Order XIV Rule 2(2) of the Code of Civil Procedure, it is argued that issues of law mean all relevant provisions of law for deciding a *lis* between the parties.
27. The question whether premises includes land or the land includes premises was not argued and considered before the Hon’ble Supreme Court in the cited judgment, that is, the *Mani Square* case

(*supra*)³. The Hon'ble Supreme Court, it is submitted, was not apprised of the definitions of "premises", "holding" and other relevant provisions of the statutes as well as provisions permitting a *Thika* tenant to construct a structure on vacant land. Hence, the amendment brought about in the month of November, 2010, did not introduce anything new. The issue of law on the above referred points was never argued or decided in *Mani Square* case (*supra*)⁴, although the point with regard to *pucca* structure was decided in favour of the landlord in the context of the amendment.

28. Learned counsel for the respondent no. 1 next argues that the court can make enquiry with regard to the other provisions with regard to construction of *pucca* structure on *Thika* land which was never considered and argued before the Supreme Court. Such consideration being absent, the *Mani Square* case (*supra*)⁴ has no value as a precedent since such point was not argued. Learned counsel, in support of such proposition, relies on *Delhi Airtech Services Private Limited v. State of Uttar Pradesh*, reported at (2011) 9 SCC 354.

29. Learned counsel for the respondent no.1 further contends that it is well-settled that the headings prefixed to Sections or entries cannot control the plain words of the provisions; they cannot also be referred to for the purpose of construing the provisions when the words used in the provisions are clear and unambiguous, nor can

3. *Nemai Chandra Kumar (D) Thr. Lrs. and others v. Mani Square Ltd. & Others*, reported at 2022 SCC OnLine SC 920

4. *Nemai Chandra Kumar (D) Thr. Lrs. and others v. Mani Square Ltd. & Others*, reported at 2022 SCC OnLine SC 920

they be used for cutting down the plain meaning of the words in the provision. Only in the case of ambiguity or doubt, the heading or sub-heading may be referred to as an aid in construing the provision. However, even in such a case, it could not be used for cutting down the wide application of the clear words used in the provision. In such context, learned counsel relies on *Frick India Ltd. v. Union of India and others*, reported at (1990) 1 SCC 400.

30. Learned counsel reiterates that *Mani Square case (supra)*⁵ is not a binding precedent, much less “law declared” within the meaning of Article 141 of the Constitution of India since, according to well-settled theories of precedents, every decision contains three basic ingredients:

- (a) Findings of material facts, direct and inferential (an inferential finding of fact is the inference which the Judge draws from the direct or perceptible facts);
- (b) Statements of the principles of law applicable to the legal problems disclosed by the facts;
- (c) Judgments based on the combined effect of (a) and (b) above.

31. Learned counsel cites *Dalbir Singh and others v. State of Punjab*, (1979) 3 SCC 745 for the above proposition.

32. Thus, it is argued that *Mani Square case (supra)*⁵ cannot be relied on for coming to the conclusion that if there is a *pucca* structure on the land, the property goes outside the purview of *Thika* Tenancy.

5. *Nemai Chandra Kumar (D) Thr. Lrs. and others v. Mani Square Ltd. & Others*, reported at 2022 SCC OnLine SC 920

- 33.** Heard learned counsel for the parties. Upon considering the materials on record and the relevant law on the subject, the Court comes to the following conclusions:

WHETHER 'PUCCA STRUCTURES' CAN COME WITHIN THE PURVIEW OF THIKA TENANCY

- 34.** The admitted facts of the case are that one Sarajubala Kar was the owner of Premises No.236, A.J.C. Bose Road (formerly Lower Circular Road), Kolkata – 700 017, which comprised of vacant land as well as *pucca* structures.
- 35.** On August 4, 1938, the said Sarajubala Kar granted lease of the vacant portion of the premises to Caltex (India) Pvt. Ltd. (the predecessor-in-interest of the respondent no.1) for the purpose of setting up a petrol pump and for incidental purposes like car wash, etc. The lease was initially for a period of six years, with an option of renewal. Pursuant to such option, the lease was renewed from time to time in 1944, 1954, 1963 and 1969. The respondent no.1, which was substituted as a lessee, did not exercise the option of renewal of the lease after December 30, 1969.
- 36.** Thus, essentially, it was the original lease of the year 1938 which was continued upon renewal and no novation of lease took place.
- 37.** In such backdrop, the evolution of the law on *Thika* Tenancy is required to be considered.

- 38.** As observed in Paragraph No.4 of the *Mani Square* case (*supra*)⁶, the word ‘*Thika*’ in Bengali means ‘temporary or partial’. The expression ‘*Thika*’ was retained in all the *Thika* Tenancy Acts of West Bengal, starting from 1949 and thereafter in 1981 and in the year 2001. Thus, even from a plain reading of the key nomenclature of the said Acts, the temporary nature of the structure contemplated by the Legislature is evident.
- 39.** Consistently throughout the evolution of the *Thika* Tenancy law in West Bengal, the expression “any structure” had been used to define the nature of structure which is to be erected or acquired on vacant land, to give such property the colour of a *Thika* Tenancy. A *Thika* Tenancy has all along meant that a lease of a vacant land is given by the landlord/owner to the *thika* tenant, who occupies the land under the said lease and erects or acquires by purchase or gift “any structure” on such land for residential, manufacturing or business purpose. Such lands are heritable but not transferable except without specific permission on that count as provided in the statutes.
- 40.** The expression “any structure” has consistently been interpreted by a string of judgments over half a century by the Calcutta High Court to mean “*kutcha* structure”, as opposed to *pucca* or permanent structure.
- 41.** The respondent no.1 seeks to argue that the provisions in the *Thika* Tenancy Acts entitling the *Thika* tenant to build *pucca* construction

6. *Nemai Chandra Kumar (D) Thr. Lrs. and others v. Mani Square Ltd. & Others*, reported at 2022 SCC OnLine SC 920

on the property with due permission signify that a *Thika* Tenancy can also be comprised of a *pucca* structure.

42. Section 10A of the 1949 Act, introduced by the 1969 Amendment, provided that a *Thika* tenant may erect a *pucca* structure for residential purpose with the permission of the Controller.
43. Section 6(4) of the 1981 Act confers on the *Thika* tenant a similar right, subject to having a proper sanction plan.
44. Again, Section 5(5) of the 2001 Act provides that a *Thika* tenant can construct a *pucca* structure as per sanction plan issued by the Kolkata Municipal Corporation/Howrah Municipal Corporation (as applicable), subject to a No Objection Certificate being obtained from the *Thika* Controller.
45. Importantly, the 1981 Act and the 2001 Act confer such right on “*Thika* tenants holding directly under the State”.
46. The very expression indicates that, to obtain such permission, a person already has to be a *Thika* tenant within the contemplation of the relevant statute in the first place and the *Thika* land on which the tenancy stands has to vest in the State. This view is further supported by the use of the expression “holding directly under the State”, which signifies that the person applying for permission to construct a *pucca* structure already had to be a pre-existing *Thika* tenant and the land had to have vested in the State on such premise to qualify him/her to build a *pucca* structure. Only if a person is already such a *Thika* tenant within the definition of the Act, is he/she entitled to erect a *pucca* construction. Therefore, the

post facto entitlement of a *Thika* tenant to build a *pucca* construction cannot be read back into the definition of a *Thika* tenant retrospectively by a reverse construction, holding that such entitlement means that to be a *Thika* tenant, one can have a *pucca* structure. This is for the simple reason that a *Thika* tenant has to be a *Thika* tenant in the first place to get such permission to build *pucca* construction.

- 47.** In the present case, conspicuously, the lease granted to the predecessor-in-interest of the respondent no.1 in the year 1938, which is the relevant point of time to be considered, was in respect of a vacant portion of Premises No.236, A.J.C. Bose Road (formerly Lower Circular Road), Kolkata – 700 014. It is to be noted that the said premises was an integral whole, comprised of both vacant land *pucca* structure at the juncture when the lease was given, that is, on August 4, 1938 and was demarcated into separate plots much subsequently. In the absence of any partition/separation of the premises into a separate vacant land and building and the time of grant of lease, the entire composition of the property is to be looked into for ascertaining whether it was a *Thika* Tenancy and it cannot be held that a ‘vacant land’ was let out to the said lessee.
- 48.** As held in *Amit Basu (supra)*⁷, followed in the unreported judgment of *Sri Santosh Agarwal (supra)*⁸, both by Division Benches of this Court, even if there is a single *pucca* structure, the property goes

7. *Amit Basu v. The Controller & Ors.*, reported at 2014 SCC OnLine Cal 6284

8. *Sri Santosh Agarwal and Anr. v. The State of West Bengal & Ors.* [WPLRT/81/2024]

outside the rigour of the *Thika* Tenancy Acts. The said view was derived from a still prior judgment of *Sri Sri Satyanarayan (supra)*⁹.

- 49.** Thus, it cannot but be held that the property which was given in lease to the predecessor-in-interest of the respondent no.1 was not a *Thika* Tenancy, being not a separate vacant land but a property comprised of vacant land as well as *pucca* structures.
- 50.** It is also to be kept in mind that when the 1949 Act came into force, the lease in favour of Caltex (the predecessor-in-interest of the respondent no. 1) had already been granted. Thus, as on the date of enactment of the 1949 Act, the property was a vacant land having an existing *pucca* structure. Even the subsequent *pucca* structure made thereon by Caltex was not for residential purpose, nor with the permission of the Controller, but for the specific commercial purpose of running a petrol pump. Hence, Section 10A of the 1949 Act, as brought about by the 1969 Amendment, cannot be resorted to by the respondent no.1 in any event.
- 51.** The respondent no.1 further argues that the operation of the 1949 Act reached a terminus with the enactment of the 1981 Act. However, it was held in *Bimal Chandra Mitra (supra)*¹⁰ that to ascertain a *Thika* Tenancy on the date of commencement of the 1981 Act, it is to be seen whether the property was a *Thika* Tenancy under the 1949 Act. Thus, the test of a *Thika* Tenancy under the

9. *Sri Sri Satyanarayan and Others v. S.C. Chunder*, reported at (2001) 3 CHN 641

10. *Bimal Chandra Mitra v. Nemai Palit*, reported at (2003) 3 CalLT 511 (HC)

1981 Act, despite the repeal of the 1949 Act, continued to be the same as the 1949 Act.

- 52.** The Supreme Court, in *Mani Square Ltd. (supra)*¹¹, relied on the previous judgments of *Bengal Immunity Company Limited v. State of Bihar*, reported at (1955) 2 SCR 603, and *Gammon India Ltd. v. Special Chief Secretary*, reported at (2006) 3 SCC 354, to endorse the proposition that repeal and simultaneous enactment is to be considered as reaffirmation of the old law. Thus, it was held in Paragraph No.110 of *Mani Square Ltd. (supra)*¹¹ that the basic element of *Thika* Tenancy remained the same. Hence, the expression “any structure” in the 1949 Act remained the same in the 1981 Act and also retained in the 2001 Act prior to the 2010 Amendment thereto.

EFFECT OF PREVIOUS JUDGMENTS

- 53.** In paragraph 113 of the *Mani Square Ltd. (supra)*¹², the Hon’ble Supreme Court held that the meaning of “any structure” as “*kutchha* structure” has been a long-standing interpretation by the Calcutta High Court for over half a century. Such view has been consistently held in *Lakshimoni Das (supra)*¹³, which followed *Jatadhari Daw & Grandsons vs Smt. Radha Debi & anr.* reported at 1986 1 CHN 21

¹¹ *Nemai Chandra Kumar (D) Thr. Lrs. and others v. Mani Square Ltd. & Others*, reported at 2022 SCC OnLine SC 920

¹² *Nemai Chandra Kumar (D) Thr. Lrs. and others v. Mani Square Ltd. & Others*, reported at 2022 SCC OnLine SC 920

¹³ *Lakshimoni Das & Ors. v. The State of West Bengal & Ors.*, reported at AIR 1987 Cal 326

which, in turn, relied on *Monmatha Nath Mukherjee v. Sm. Banarasi and Others* reported at [(1958-59) 63 CWN 824].

- 54.** Thus, the Hon'ble Supreme Court observed that the doctrine of *stare decisis* is applicable. In such context, the Hon'ble Supreme Court followed the decision in *Shanker Raju v. Union of India*, reported at (2011) 2 SCC 132, where it was held that it is a settled principle of law that a judgment, which has held the field for a long time, should not be unsettled.
- 55.** As such, the interpretation of "any structure" as "*kutchha* structure" before the introduction of *pucca* structures by the 2010 Amendment to the 2001 Act, with effect from November 1, 2010, consistently held ground and was also adopted by the Hon'ble Supreme Court in *Mani Square Ltd. (supra)*¹⁴.

WHETHER MANI SQUARE LTD. BINDING PRECEDENT

- 56.** The respondent no. 1 has argued that *Mani Square Ltd. (supra)*¹⁵ is not a binding precedent on the ground of *sub silentio*. However, on a comprehensive reading of the said judgment, it is abundantly clear that all the facets now sought to be argued by the respondent no.1, including the right of the *Thika* tenant to make *pucca* construction with permission, were considered by the Hon'ble Supreme Court exhaustively in the said report.

¹⁴ *Nemai Chandra Kumar (D) Thr. Lrs. and others v. Mani Square Ltd. & Others*, reported at 2022 SCC OnLine SC 920

¹⁵ *Nemai Chandra Kumar (D) Thr. Lrs. and others v. Mani Square Ltd. & Others*, reported at 2022 SCC OnLine SC 920

- 57.** Thus, the doctrine of *sub silentio* is not applicable at all.
- 58.** The respondent no.1 relies on several judgments, as indicated above, to argue that there is no value as a precedent of a judgment if it does not consider different facets of the matter. However, none of the said judgments are applicable in view of the above discussions.
- 59.** The Law Dictionary definition of “premises”, to include land, is utterly irrelevant in the present context, since the Thika Tenancy Acts have specifically defined “*Thika tenancy*” and “*Thika land*” and general definitions of “premises” are entirely out of context.

WHETHER THE 2010 AMENDMENT IS RETROSPECTIVE

- 60.** The Hon’ble Supreme Court, in paragraph no. 116 of *Mani Square Ltd. (supra)*¹⁶ categorically observed that the 2010 amendment to the 2001 Act, which came into force on and from November 1, 2010, introducing *pucca* construction within the definition of *Thika* tenancy, has prospective effect, unlike the original Section 4 of the 2001 Act, which was specifically made retrospective. Such view finds support from the Statute itself, since the Amending Act of 2010 clearly gives effect to such amendment from November 1, 2010, that is, prospectively, in stark contradiction with the original Section 4 of the 2001 Act, which was specifically given retrospective effect.

¹⁶ ***Nemai Chandra Kumar (D) Thr. Lrs. and others v. Mani Square Ltd. & Others, reported at 2022 SCC OnLine SC 920***

61. Thus, the said argument of the respondent no.1 cannot be accepted and the prospective amendment incorporating *pucca* structures within the definition of *Thika* tenancy cannot be applied to the lease of the respondent no.1, granted as long back as in the year 1938, even before the promulgation of the 1949 Act.
62. In such view of the matter, the impugned judgment of the Tribunal holding that the property-in-question is a *Thika* tenancy cannot be sustained in law.
63. Accordingly, WPLRT No.6 of 2014 is allowed on contest, thereby setting aside the impugned judgment dated November 12, 2013 passed by the First Bench of the West Bengal Land Reforms and Tenancy Tribunal in O.A No. 1894 of 2009 (LRTT).
64. It is hereby held that the subject-property is not a *Thika* tenancy within the contemplation of any of the Thika Tenancy Acts, whether of 1949, 1981 or of 2001.
65. Consequentially, CAN 2 of 2025 also disposed of.
66. There will be no order as to costs.
67. Urgent certified copies of this order, if applied for, be supplied to the parties upon compliance of all formalities.

(Sabyasachi Bhattacharyya, J.)

I agree.

(Supratim Bhattacharya, J.)