

25.09.2025

Item no. DL/7
Court No. 38

Asraf, A.R.(Ct.)

In the High Court at Calcutta
Constitutional Writ Jurisdiction
Appellate Side

Case No. **WPA 7240 of 2025**

In the matter of :
KALYAN BRATA ROY & ORS. ...Petitioners

VS.

THE BANK OF BARODA ...Respondent

For the Petitioners :
Ms. Akanksha Mukherjee ...Advocate

For the Respondent / Bank :
Mr. Dipanjan Datta
Ms. Sukanya Datta ...Advocates

1. The petitioner has filed the present writ application praying for a direction upon the respondent / bank to pay the monthly rent of the tenanted premises.
2. As per the case of the petitioner on 11th August, 2011 a deed of lease was entered between the petitioners and the respondent wherein the petitioner has let out the premises to the respondent / bank for ten years. The ten years have been completed but the respondent / bank has neither vacated the premises nor has come forward for extension of the said lease agreement. On several requests made by the petitioners, the bank has informed with regard to renewal of the lease of the premises in question on the following terms :-

"1. Carpet area of 1834 sqft

2. Rental rent of Rs.48.00 psfpm w.e.f date of execution of lease as against existing rate of Rs.24.00 psfpm.

3. Lease period of 10 years w.e.f date of execution of fresh lease.

4. Escalation in rent 10% after 5 years.

5. IFD equivalent to 3 month rent."

3. Learned counsel for the petitioner submits that the petitioner is ready with the terms but the bank is not ready to pay the municipal taxes due to which the agreement could not be finalized. She submits that the respondent / bank is neither paying the monthly rent nor the municipal taxes due to which the petitioner is facing difficulties and the petitioner had to pay the total municipal taxes with respect to the premises in question which is in occupation of the respondent / bank.
4. Learned counsel appearing for the respondent / bank has raised the point of maintainability and submits that in the Writ Court the disputed question cannot be decided. He further submits that the bank has given the proposal to the petitioner but the petitioner has not come forward for execution of the agreement.
5. Considering the submissions made by the respective parties, this Court finds that the only

grievance of the petitioner before this Court that the bank has not come forward for execution of the agreement and also not paying the rent as well as the municipal taxes. This Court is of the view that while sitting in the Writ jurisdiction this Court cannot decide the issue with regard to the landlord and tenant.

6. Accordingly, **WPA 7240 of 2025 is dismissed.**
7. However, the dismissal of the writ petition will not prevent the petitioner from taking appropriate steps before the appropriate forum.
8. All parties shall act on the basis of server copy of this order duly downloaded from the official website of this Hon'ble High Court.
9. Urgent Photostat certified copy of this order, if applied for, be supplied to the parties expeditiously after complying with all requisite formalities.

(Krishna Rao, J.)