

Item No.34
02.04.2025
Court. No. 236
GB

W.P.A. 5343 of 2012

Scorpion Co-operative Housing Society Limited & Anr.
Vs.
Kolkata Metropolitan Development Authority & Ors.

Mr. Nilkamal Ghosh,
Ms. Debjani Chakraborty

...for the Petitioners.

Mr. Satyajit Talukdar,
Mr. Arindam Chatterjee

...for the Respondent Nos.1 to 4.

1. By filing the instant writ petition, the writ petitioners have prayed for issuance of appropriate writ/writs for cancellation and/or setting aside and/or quashing the letter dated November 17, 2011 as well as the letter dated January 31, 2012 as issued by the respondent no.4/authority.
2. On careful consideration of the entire materials as placed before this Court and after hearing the learned advocates for the contending parties, it reveals to this Court that admittedly a registered deed of lease dated June 13, 2002 was executed by and between the respondent no.1/authority (lessor) and the writ petitioner society (lessee). Immediately after execution of the said lease, a piece of land measuring about 4.95 Cottahs, particulars of which has been mentioned at the schedule of the said deed of lease (at page no.42 of the writ petition) was handed over to the lessee, who is the writ petitioner before this Court.
3. For effective adjudication of the instant *lis*, the relevant clause of the said deed of lease is required to

be looked into and the same is quoted hereinbelow in verbatim:-

“The LESSEE shall, within three years from the date of formal allotment or within such further time as the Authority may at its opinion allow in writing on sufficient and reasonable grounds and at its own cost erect, construct and complete house, building or other structures upon the demised land as may be necessary for the said land to be used for the purpose as settled along with boundary walls, sewers and drains in accordance with plans, sections, specification as may be approved by the appropriate Authority according to the rules and regulations of the Calcutta Municipal Corporation or according to the requirements of any statute or of the Authority.”

4. In course of hearing it is argued on behalf of the writ petitioners that at the time of handing over the said land and soon thereafter the infrastructure of the surrounding area of the leasehold property of the lessee/writ petitioner was very poor and because of inadequate infrastructure and on account of poor connectivity, the writ petitioner society could not start and/or complete the work of construction within the stipulated period of three years which the respondent authorities, more specifically the respondent no.4/authority has failed to visualise.
5. Such submission is, however, opposed by Mr. Talukdar, learned advocate appearing on behalf of the respondent nos.1 to 4.

6. It is settled principle of law that the relationship between a lessor and lessee is guided as per terms of the deed of lease unless any such terms are contrary to the Law of the land.
7. No materials could be placed on behalf of the writ petitioner, even at the time of hearing that within the said stipulated period of three years and/or soon thereafter the writ petitioner/lessee approached the lessor, that is, the respondent authorities to grant excess time to complete the work of construction on the leased out property.
8. In view of such, this Court considers that the issuance of order of cancellation of allotment under memo dated November 17, 2011 and issuance of the subsequent memo dated January 31, 2012 affirming the decision of the respondent no.4 by the respondent no.3 cannot be called as perverse and/or beyond the scope of the terms of the lease.
9. This Court, thus, finds no merit in the instant writ petition and accordingly, the instant writ petition is dismissed.
10. However, there shall be no order as to costs.
11. Urgent Photostat certified copy of this order, if applied for, be given to the parties upon compliance of all necessary formalities.

(Partha Sarathi Sen, J.)