

05-05-2025
Item No.8 ML
Subrata
Bhattacharyya
AR(C)

IN THE HIGH COURT AT CALCUTTA

Constitutional Writ Jurisdiction
Appellate Side

WPA No.7963 of 2025

Hira Lal Paswan

-vs-

Union of India & Ors.

Mr. Prosenjit Mukherjee
Mr. Jahangir Hossain
Ms. Babita Pramanik ...for the petitioner

Ms. Aparna Banerjee ...for the railways

Mr. Nishit Kush
Ms. Sarda Sha
Ms. Dipasree Dey ...for respondent no.6

1. The petitioner is aggrieved by the notice dated March 20, 2025 directing eviction of the petitioner from the railway premises. The same is impugned in the instant writ petition.
2. It appears that the railways had entered into an agreement with one Ircon Infrastructure & Services Limited. Ircon thereafter entered into a sub-lease agreement with one Gatik Infra-Projects Private Limited. Thereafter, a partnership deed was executed by Gatik Infra-Projects Private Limited with one Kumar Aswini Ranjan and the petitioner. Relying on such partnership deed, the petitioner claims to have invested huge sum of money in the business as per the lease agreement between the railways and Ircon.
3. Learned advocate for the petitioner submits that the railway authority, without giving any notice to the petitioner who is actually carrying on business, had directed the petitioner to be evicted

from the subject place without granting any opportunity of hearing to the petitioner, de hors the provisions of law. Violation of the principles of natural justice has been pleaded.

4. Learned counsel representing Ircon Infrastructure Services Private Limited submits, upon instructions that, the sub-lease with Gatik Infra-Project Private Limited stood terminated. Intimation of such termination was made by Ircon to the railway authority. In response to such communication notice of vacating has been given to Gatik.
5. Learned counsel for the railways submits that there is no privity of contract with the railways and the petitioner. Railways acted on the communication made by Ircon intimating that the lease agreement between Ircon and Gatik stood cancelled. On cancellation of the lease agreement, one of the partners of the partnership firm of the sub-lessee does not have any right to carry on business from the railway premises.
6. I have heard the respective submissions advanced on behalf of the parties. It appears that there is a dispute with regard to the civil rights of the parties. The same cannot be adjudicated by the court under Article 226 of the Constitution.
7. Admittedly, it appears that the sub-lease agreement entered into between Ircon and Gatik stood terminated. On termination of the sub-lease, the sub-lessee does not any have right to conduct the business. If the sub-lessee does not have the right to conduct business, then the partners of the sub-lessee also do not have any right to carry on business from the railway premises.

8. In view of the above, there is no scope to interfere in the writ petition. The writ petition stands dismissed.
9. It will be open for the parties to pursue civil remedies before the competent civil forum, in accordance with law, if so advised.
10. Learned counsel for the petitioner seeks a direction upon the railways to permit the petitioner to remove all materials belonging to him which are lying inside the subject premises.
11. Learned counsel for the railways submits that a notice was given to the Director of Gatik on April 30, 2025 for vacating the premises.
12. If the railway authority permits the petitioner to remove the goods, the same shall be done in the presence of the representative of the railways and by preparing an inventory list of the articles that are removed. A copy of the list shall be preserved with the railways and a copy be handed over to Gatik and also to Ircon.
13. All parties are to act on the server copy of this order duly downloaded from the official website of this court.
14. Certified copy of this order, if applied for, shall be made available to the parties.

[Amrita Sinha, J]

