

13.06.2025
Sl. No.4
Ali
ct. no.24

**WPA 6938 of 2019
With
CAN 1 of 2021
+
CAN 2 of 2021**

**Uday Bhanu Kanjilal
Vs.
The Kolkata Metropolitan
Development Authority and Ors.**

Mr. Ayan Banerjee,
Ms. Debasree Dhamali,
Ms. Riya Ghosh

..... for the petitioner.

Mr. Satyajit Talukdar,
Mr. Arindam Chatterjee

.....for the K.M.D.A/Respondent Nos. 1-6.

Kolkata Metropolitan Development Authority
had published some Bid Documents inviting
Quotations from the interested parties as per terms
and conditions mentioned in the quotation document
for disposal through long-term lease basis of 99
years for free use in respect of plot of land
measuring 4.87 cottahs at Plot No. 152 of Mouza-
Madurdaha, J.L. No. 12, P.S.-Tiljala, under Dist.-
South 24 Parganas.

Petitioner participated in the tender and
became successful.

Petitioner being the successful Bidder
approached the authority for execution of lease
deed. There are dispute between the petitioner and

KMDA in regards to the execution of Lease Deed and subsequent disputes thereof. The petitioner filed the instant writ petition seeking necessary direction upon the KMDA so that they may be directed to execute the Lease Deed in terms of the tender document.

During the course of hearing the writ petition a settlement was arrived at between the parties outside the Court, in terms of the settlement respondent authority (KMDA) issued two memo being No. 135 /KMDA/MM/EC-1/08 dated 26th of August, 2021 and memo No.125/KMDA/MM/EC-1/08 dated 24th of August, 2021 asking the petitioner to approach KMDA with several documents for execution of the Lease Deed. Modified draft Lease Deed was also prepared wherefrom the KMDA also pointed out some mistake in the year of execution which would be "2021" instead of "2012".

Learned counsel for the petitioner submits that the KMDA has accepted the proposal of the petitioner for execution of the Lease Deed. Thus, it is not necessary to pass a specific direction upon the KMDA as per prayer of the writ petitioner.

Having heard the learned counsel for the parties and also considering the specific communication by the petitioner to the Senior

Deputy Secretary, Estate (M & M) Unit, KMDA, VIP Block, Unnayan Bhavan, Salt Lake City, Kolkata-700091 vide a letter dated 21st of October, 2024 coupled with an undertaking wherein the petitioner undertook to withdraw the instant writ petition, I think it necessary to dispose the writ petition for resolution of the dispute between the parties.

Under the above observations, the instant writ petition is disposed of directing the parties to this writ petition to act upon their mutual understanding and memos as mentioned herein above. It further appears that the draft Lease Deed was initially prepared in the year 2012. Thereafter, further modified for the year 2021, today this Court disposing the writ petition in the year 2025. Thus, the Lease Deed shall incorporate the date on the date of actual execution of the Lease Deed.

Under the above observations, instant writ petition is disposed of.

Connected applications, if pending, are also disposed of.

Parties to act upon the server copy and urgent certified copy of this order be provided on usual terms and conditions.

(Subhendu Samanta, J.)

