

S/L 16
24.09.2025
Court. No. 19
Sourav

WPA 10359 of 2024

**No.2 Moukhali Puroton Jame Masjid,
represented by its Secretary, Jakir Hossain Khan
Vs.
Union of India & Ors.**

*Mr. Prnatick Ghosh
Mr. Anjan Sinha*

...for the petitioner.

*Mr. Bipul Kumar Mondal
Mr. Partha Sarathi Mondal*

...for the Union of India.

1. Both the writ petitioner and the respondent/Union of India are represented by their respective learned advocates.
2. On behalf of the respondent/Union of India, a report dated 23.09.2025 is filed and the same is taken on record.
3. The subject matter of the instant writ petition is the representation dated 14.02.2024, a copy of which has been annexed at Page Nos. 50 to 52 of the instant writ petition which according to the writ petitioner was not considered by the respondent no. 2/authority despite service.
4. At the time of hearing, Mr. Ghosh, learned advocate appearing on behalf of the writ petitioner submits before this Court that it is the grievance of the writ petitioner that the railway authority by a deed of conveyance dated 29.05.1912 conveyed 33.77 decimals of land in Village – Unsani under P.S. Santragachi, District – Howrah but subsequently, in the year 2022, on physical verification,

it would reveal that out of the said 33.77 decimals of land, 29.25 decimals of land is still in possession of the railway authority.

5. It is submitted by Mr. Ghosh that under cover of the said representation dated 14.02.2024, the writ petitioner brought to the notice of the respondent no. 2/authority regarding such discrepancy which was not however adhered to.
6. Mr. Mondal, learned advocate appearing on behalf of the respondent/Union of India, in course of his argument contended that no such deed was executed by the railway authority in favour of the writ petitioner. It is further submitted by Mr. Mondal that from the report as submitted today, it would reveal that the said deed of conveyance does not contain any plot number. It is further submitted that in Mouza – Unsani, various lands were acquired for the purpose of construction of Santragachi Station Yard which would be evident from the annexures to the report.
7. It is thus submitted by Mr. Mondal that the instant writ petition is liable to be dismissed.
8. On careful consideration of the entire materials as placed before this Court and after hearing the learned advocates for the contending parties, this Court while disposing the instant writ petition directs the Divisional Railway Manager (Engineering), Kharagpore, having his office at DRM Building, Post Office- Kharagpur, Paschim Medinipore, 721 301 to consider the representation of the writ petitioner dated 14.02.2024 in

accordance with law and after giving a fair chance of hearing to the writ petitioner and/or his authorized representative shall pass a reasoned order and shall forthwith communicate the same to the writ petitioner preferably by email, if the email detail of the writ petitioner is provided to him at the time of hearing.

9. The entire exercise as indicated in the foregoing paragraphs is to be completed by the Divisional Railway Manager (Engineering), Kharagpore, having his office at DRM Building, Post Office- Kharagpur, Paschim Medinipore, 721 301 within 90 working days from the date of communication of the server copy of this order forthwith.
10. The time limits as fixed by this Court are mandatory and peremptory.
11. Liberty is given to the learned advocate on record for the writ petitioner to communicate the server copy of this order to the Divisional Railway Manager (Engineering), Kharagpore, having his office at DRM Building, Post Office- Kharagpur, Paschim Medinipore, 721 301.
12. The Divisional Railway Manager (Engineering), Kharagpore, having his office at DRM Building, Post Office- Kharagpur, Paschim Medinipore, 721 301 is hereby directed to act on the basis of the server copy of this order.
13. With the aforementioned observations, the instant writ petition being **WPA 10359 of 2024** is disposed of.

14. Urgent photostat certified copies of this order, if applied for, be supplied to the parties upon compliance with all the necessary formalities.

(Partha Sarathi Sen, J.)