

18.09.2025
D/L 23 & 24
Ct. No.42
ab

**IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE**

WPA 13472 of 2025

Somnath Maity

Versus

The State of West Bengal & Ors.

With

WPA 22300 of 2025

Debashis Senapati

Versus

The State of West Bengal & Ors.

Mr. Laxminath Bhattacharya,
Mr. Rajib Kumar Acharya,
Mr. Banshi Badan Maity
...for the petitioner in WPA 13472 of 2025

Mr. Sekhar Mustafi,
Mr. Goutam Basu
... for the State in WPA 13472 of 2025

Mr. Debdutta Raha,
Mr. Abhinaba Chatterjee
... for the respondent nos. 6 & 7 in WPA 13472 of
2025

Mr. Dyutiman Banerjee,
Mr. Vishal Mallick
... for the petitioner in WPA 22300 of 2025

Mr. Vivekanada Bose,
Mr. Tirthankar Dey
... for the State in WPA 22300 of 2025

Mr. Debdutta Raha,
Mr. Abhinaba Chatterjee
... for the respondent no. 4 in WPA 22300 of 2025

Ms. Sohini Mukherjee
... for the respondent no. 6 in WPA 22300 of 2025

Mr. Laxminath Bhattacharya,
Mr. Rajib Kumar Acharya,

Mr. Banshi Badan Maity

... for the respondent no. 7 in WPA 22300 of 2025

1. Both the writ petitions are taken up together as they are inter-related and there is commonality in facts.
2. Affidavits of service filed by the petitioners in respect of the writ petitions are taken on record.
3. By the writ petition being WPA 13472 of 2025, the petitioner seeks for consideration of his representation dated 9th June, 2025 (Annexure P-7).
4. By the writ petition being WPA 22300 of 2025, the petitioner seeks for giving effect to the agreement dated 23rd June, 2025 executed between the petitioner and the Pradhan, Talgachhari-II Gram Panchayat, Ramnagar-I, Purba Medinipur and for vacating of "*Sindhu Nibas*" Lodge cum Training Centre by the respondent nos. 6 and 7 (petitioner in WPA 13472 of 2025).
5. The petitioner in WPA 13472 of 2025 contends that by dint of a Deed of Sub-Lease dated 27th September, 2024, he is in possession of the property-in-question comprised within Dag No. 855/1, a pucca guest house building, J.L. No. 85, Mouza-Bilamuri, P.S. Digha, District-Purba Medinipur and running the business of hotel-cum-lodge under the name and style of "*Sindhu Nivas*". The said lease period has expired on 30th June, 2025. The petitioner made a representation before respondent no.6, Talgachhari-II Gram Panchayat for extension of such lease period.

The prayer of the petitioner has not been considered, hence this writ petition.

6. The petitioner in WPA 22300 of 2025 contends that he is the successful bidder in respect of Notice Inviting Tender vide Memo No. 625(5)/TAL-II/2025 dated 11th June, 2025 floated by Talgachhari-II Gram Panchayat, Ramnagar-I, Purba Medinipur for granting fresh lease of the property namely "*Sindhu Nivas*". The petitioner deposited the entire bid amount of Rs. 20,00,501/-. However, till date the possession of the property-in-question has not been handed over to the petitioner by the authority concerned. Being aggrieved by such inaction of the concerned Gram Panchayat, the petitioner has approached this Court by way of the instant writ petition.
7. Mr. Laxminath Bhattacharya, learned advocate for the petitioner in WPA 13472 of 2025 submits that the petitioner is in possession of the property-in-question and has been running the hotel-cum-lodge under the name and style of "*Sindh Nivas*" by dint of sub-lease agreement and also upon payment of licence fees. He seeks for consideration of the representation dated 9th June, 2025 (Annexure P-7) of the petitioner by the concerned Gram Panchayat for extension of the lease period which has expired on 30th June, 2025.
8. On the contrary, Mr. Dyutiman Banerjee, learned advocate for the petitioner in WPA 22300 of 2025 submits that as per the Notice Inviting Tender for the

grant of fresh lease, the petitioner has quoted the maximum bid amount and he is the successful bidder, who has already deposited the entire bid amount. Despite such compliance, the petitioner is yet to get the vacant peaceful possession of the leased property. The petitioner is incurring loss due to such inaction on the part of the respondent authorities. He seeks for appropriate orders.

9. Mr. Debdutta Raha, learned advocate representing the Talgachhari-II Gram Panchayat, Ramnagar-I, Purba Medinipur submits that there is no such lease agreement executed between the concerned Gram Panchayat and Somnath Maity (petitioner in WPA 13472 of 2025). However, without intimating/ informing the concerned Gram Panchayat, the original lessee sub-leased the property-in-question to third parties one after other and ultimately to one Somnath Maity (petitioner in WPA 13472 of 2025). The lease was originally executed by the concerned Gram Panchayat with one Shyamal Roy (respondent no.6 in WPA 22300 of 2025). The original lease agreement debars the party from subleasing the property-in-question in favour of any third party. Therefore, the possession of the petitioner in WPA 13472 of 2025 is illegal and unauthorized. He files a copy of original lease agreement with Shyamal Roy (respondent no.6) dated 1st July, 2022, which is taken on record.

10. It is not in dispute that no such lease agreement has been executed between Somnath Maity (petitioner in WPA 13472 of 2025) and the Talgachhari-II Gram Panchayat, Ramnagar-I, Purba Medinipur. The petitioner claims his possession through the Deed of Sub-Lease dated 27th September, 2024. Needless to mention that clause 3(ka) of the original lease agreement dated 1st July, 2022 produced by the learned advocate representing the Talgachhari-II Gram Panchayat, Ramnagar-I, Purba Medinipur debars a person from subleasing the property. Save and except Trade Licence at page 35 of the writ petition WPA 13472 of 2025, there are no such documents showing existence of a valid lease in favour of the petitioner and authorized possession of the petitioner. Such being the position, the prayer of the petitioner in WPA 13472 of 2025 seeking for consideration of extension of lease period falls short of merit.
11. Accordingly, the writ petition being **WPA 13472 of 2025** stands dismissed.
12. Admittedly, the writ petitioner in WPA 22300 of 2025 is the successful bidder in respect of notification dated 11th June, 2025 for grant of fresh lease of the property-in-question. He has deposited the entire bid amount. However, he has not got the possession of the property-in-question.

13. Accordingly, the writ petition being **WPA 22300 of 2025** is disposed of with following directions:-

- (i) The petitioner in WPA 13472 of 2025 shall hand over the possession of the property-in-question to the Pradhan, Talgachhari-II Gram Panchayat, Ramnagar-I, Purba Medinipur being respondent no. 4 within a period of 30 days from the date of this order failing which the Pradhan of the local Gram Panchayat being respondent no. 4 shall take appropriate steps in accordance with Section 3 of the West Bengal Public Land (Eviction of Unauthorized Occupants) Act, 1962.
- (ii) Upon such steps been taken by Talgachhari-II Gram Panchayat, Ramnagar-I, Purba Medinipur, the appropriate authority shall take consequential steps as required under the West Bengal Public Land (Eviction of Unauthorized Occupants) Act against the petitioner in WPA 13472 of 2025.
- (iii) The Pradhan of the concerned Gram Panchayat upon delivery of possession of the property-in-question or eviction of the petitioner in WPA 13472 of 2025 from the property-in-question whichever is earlier, shall handover vacant possession of the property-in-question to the petitioner in WPA 22300 of 2025.
- (iv) The Pradhan of the concerned Gram Panchayat shall prepare a list of inventories namely

furnitures, fixtures, fans, lights and other immovable items which are there in the property-in-question and shall handover the same to respondent no. 6, Shyamal Roy upon proper endorsement and verification of ownership.

14. Interim order, if any, stands vacated.
15. All connected applications, if any, stand disposed of.
16. There shall be no order as to costs.
17. All concerned parties shall act in terms of the copy of the order duly downloaded from the official website of this Court.
18. Urgent Photostat certified copy of the order, if applied for, be given to the parties on compliance of all necessary legal formalities.

(Bivas Pattanayak, J.)