

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

Present :-

The Hon'ble Justice PARTHA SARATHI SEN

WPA 14151 of 2023

Sri Suresh Bajaj and Anr.

-Vs-

The State of West Bengal and Ors.

For the Petitioner:

Mr. N.C Bihani, Sr. Adv.,
Mr. Soumya Mukherjee, Adv.

For the respondents:

Mr. Ayan Banerjee, Adv.,
Mr. Anujit Mookherji, Adv.,
Mr. A. Chowdhury, Adv.

Hearing concluded on:

29.07.2025.

Judgment on:

01.08.2025.

PARTHA SARATHI SEN, J. : –

1. By filing the instant writ petition, the writ petitioners have prayed for issuance of appropriate writ/writs against the respondents/authorities more specifically; against the respondent no.4/authority commanding him to revoke and/or rescind and/or cancel the order dated 23.06.2014 whereby and whereunder the said respondent no.4/authority declined to allow the writ petitioners' representation for mutation in respect of plot no. BC, Sector I, Bidhannagar, Kolkata 700064 (hereinafter referred to as the said 'premises' in short) by holding that the writ petitioners'

application for mutation will be governed under the notification dated 22.06.2012.

2. For effective adjudication of the instant *lis* some chronology of events leading to the filing of the instant writ petition are required to be dealt with and those are stated hereinbelow in seriatim:-

i. On 24.02.1969 one lease deed was executed by the respondent/State as lessor in favour of one Monoranjan Bhowmick (lessee) in respect of the said premises for residential purpose for a period of 999 years.

ii. The said lease contained various clauses including some restrictive clauses. Out of those, some of such restrictive clauses are required to be looked into and those are under:-

a. The lessee shall not assign or transfer the demised land or any part of the demised land and/or the structure erected thereon without the previous permission of the Government in writing. In case of transfer or assignment of the land the lessor shall have the right to preemption and upon exercise of this right, the building constructed by the lessee on the land shall be taken over by the lessor at a valuation of the building made by the lessor on the basis of the cost of construction of the building such depreciation at the usual rate or the market value thereof whichever is less. The value

of the land will be the amount of the Salami or premium paid by the lessee. In the event of difference between the parties to the value of the building, the matter in dispute shall be referred to the arbitration of an arbitrator if the parties can agree upon one or otherwise to two arbitrators, one to be appointed by each party with an umpire. The award of the arbitrator or arbitrators or the Umpire, as the case may be, shall be final and binding on both the parties.

- b. The lessee shall not have the right to mortgage or charge the leasehold interest in the land and/or building to be erected thereon without the previous consent in writing by the Government.*
- c. If the lessee dies after having made a bequest of the lease hold premises and the building thereon, if any, in favour of more than one person or die intestate having more than one heir, then in such case the persons to whom the lease-hold premises with the building thereon be so bequeathed or the heirs of the deceased lessee, as the case may be, shall hold the said property jointly without having any right to have a partition of the same by metes and bounds or they shall nominate one person*

amongst their number in whom the same shall vest.

- iii. On 25.11.1971 the Irrigation and Waterways Department, Government of West Bengal issued a memo dated 25.11.1971 whereby and whereunder it has been decided by the Government to treat the aforementioned three clauses of the said lease deed as deleted. However, the other clauses of the said deed including terms and conditions of the similar lease deed(s) would remain intact.
- iv. On 09.05.1973 the Deputy Secretary to the Government of West Bengal, Irrigation and Waterway Department sent a letter of reply to the said Monoronjon Bhowmick, the original lessee of the said premises intimating/confirming him that the aforementioned three restrictive clauses are no longer in force by virtue of the said memo dated 25.11.1971.
- v. Based on such reply dated 09.05.1975 the said original lessee Monoronjon Bhowmick thereafter executed a registered deed of settlement dated 11.05.1970 in favour of his brother Sudhir Ranjan Bhowmick in respect of the said property.
- vi. By a memo dated 08.07.1974 the Deputy Secretary of Irrigation and Waterways Department, Government of West Bengal intimated the said Sudhir Ranjan Bhowmick that mutation in respect of the said property in his name has been

duly effected on the basis of the application submitted by the said Sudhir Ranjan Bhowmick.

- vii. On 21.02.1986 the Deputy Secretary, Metropolitan Development Department, Government of West Bengal issued another memo whereby and whereunder the memo dated 25.11.1971 as issued by the Irrigation and Waterways Department was withdrawn with immediate effect and as a result whereof the aforementioned three restrictive clauses of the aforementioned deed were re-imposed in respect of the lease deeds executed on or before 25.11.1971 in respect of plots of land situated in Sector I of Salt Lake.
- viii. On 26.12.2001 the said Sudhir Ranjan Bhowmick executed a registered deed of gift in favour of his son Sanjoy Bhowmick and on the basis of the application for mutation made by the said Sanjoy Bhowmick being the donee, in respect of the said property, the respondent no.4/authority vide memo dated 03.07.2002 communicated the said Sanjoy Bhowmick regarding effecting mutation in respect of the said premises.
- ix. Subsequently on 10.06.2009 the said Sanjoy Bhowmick executed a registered deed and thus assigned the said premises in favour of the writ petitioners.
- x. Soon after execution of the said deed of assignment, the writ petitioners made an application with the respondent

no.4/authority for effecting mutation in their names vide their letter dated 03.08.2009.

- xi. A reminder letter was issued by the writ petitioners to the respondent no.4/authority on 25.11.2010.
- xii. Since respondent no.4 did not respond to the aforementioned two applications for mutation as made by the writ petitioners, the writ petitioners approached before this High Court by filing a writ petition being WP no. 9684(W) of 2012 which came to be disposed of by a Co-ordinate Bench of this Court. The said court by its judgement and order dated 18.06.2012 while disposing of the said writ petition directed the respondent no.4/authority herein to dispose of the representation of the writ petitioners by passing a reasoned order.
- xiii. Before the respondent no.4/authority the present writ petitioners submitted their written submission and after hearing the writ petitioners, the respondent no.4/authority passed a reasoned order dated 23.06.2014 which is under challenge in the instant writ petition.

3. In course of his submission Mr. Bihani, learned senior counsel appearing on behalf of the writ petitioner at the very outset draws attention of this Court to the copy of the reasoned order dated 23.06.2014 as passed by the respondent no.4/authority. It is submitted by Mr. Bihani that from the said order under challenge it would reveal that it is the specific finding of the respondent no.4/ authority that the said Sanjoy

Bhowmick executed the said registered deed of assignment dated 10.06.2009 without obtaining prior permission of the Government. It is further submitted by Mr. Bihani that the respondent no.4/authority also came to a finding that while executing the said deed of assignment parties to the said deed of assignment failed to adhere to the restrictive clauses of the original deed of lease dated 24.02.1969.

4. It is further submitted by Mr. Bihani that the said respondent no.4/authority further observed that the mutation application as submitted by the writ petitioners however, would be allowed in terms of the notification dated 22.06.2012, a copy of which has been annexed at page no.106 of the instant writ petition. In course of his submission it is strongly contended by Mr. Bihani that while passing the said reasoned order dated 23.06.2024 the respondent no.4/authority has failed to visualize the true implication of the notification dated 25.11.1971 whereby and whereunder the respondent/authorities have decided to delete the aforementioned three restrictive clauses of the original lease deed dated 24.02.1969.

5. Drawing attention to the copy of the memo dated 21.02.1986 at page no.52 of the instant writ petition it is further argued by Mr. Bihani that the respondent no.4 has also miserably failed to construe the true spirit of the memo dated 21.02.1986 whereby and whereunder the effect of the earlier memo dated 25.11.1971 was withdrawn with immediate effect thereby re-imposing the aforementioned three restrictive clauses of the original lease deed dated 24.02.1969 in respect of the plots of land in

Sector I of the Salt Lake where lease deeds were executed on or before 25.11.1971.

6. It is submitted by Mr. Bihani that while passing the reasoned order the respondent no.4 has also failed to visualize the true legal effect of the right as accrued in favour of a transferee during the period of interregnum i.e. during the period 25.11.1971 to 21.02.1986.

7. It is submitted by Mr. Bihani that from the memo dated 21.02.1986 it would reveal that the said memo was brought into effect prospectively and not retrospectively and therefore by no stretch of imagination it may be held that in respect of the said premises the said restrictive clauses of the original lease deed dated 24.02.1969 have any manner of application at present.

8. It is further submitted by Mr. Bihani that while passing the reasoned order the respondent no.4/authority had practically made an attempt to take away the right of the transferee and/or his successor(s)-in-interest as accrued during the period 25.11.1971 to 21.02.1986.

9. It is further submitted by Mr. Bihani that the respondent no.4/authority while passing the reasoned order under challenge has also failed to visualize that the gift deed dated 26.12.2001 in respect of the said premises was executed in favour of the vendor of the present writ petitioner by his father Sudhir Ranjan Bhowmick much after issuance of the memo dated 21.02.1986 and even then on 03.07.2002 the mutation in the name of the vendor of the writ petitioners was effected. It is thus argued by Mr. Bihani that issuance of letter of mutation dated 03.07.2002

in the name of Sanjoy Bhowmick (vendor of the present writ petitioners) tantamounts to act of waiver of the restrictive clauses as have been re-imposed vide memo dated 21.02.1986 which practically causes a novation of contract as executed by and between the parties in respect of the said premises.

10. It is further submitted by Mr. Bihani that the notification dated 22.06.2012 as has been annexed at page nos. 106 and 107 of the instant writ petition has got no manner of application in respect of the application of mutation as made by the writ petitioners.

11. Drawing attention to the affidavit-in-opposition as filed by the respondent/State and its instrumentalities, it is submitted by Mr. Bihani that the instruction as has been annexed with the said affidavit-in-opposition is faulty inasmuch as the respondent no.4/authority has misconstrued the true implication of the memo dated 21.02.2006.

12. In course of his submission Mr. Bihani places his reliance upon the following three reported decisions namely:-

- i. **Ex-Capt. K.C Arora and Anr. vs. State of Haryana and Ors.**
reported in (1984) 3 SCC 281;*
- ii. **Mahadeo Prasad Singh and Anr. vs. Ram Lochan and Anr.**
reported in (1980) 4 SCC 354;*
- iii. **All India Power Engineering Federation and Ors. vs.**
Sasan Power Limited and Ors reported in (2017) 1 SCC 487;*
- iv. **Shiv Surat Pandey vs. State of West Bengal** reported in
2012 (4) CHN (CAL) 539.*

- v. Commissioner of Income Tax (Central)- I, New Delhi vs. Vatika Township Private Ltd. reported in (2015) 1 SCC 1;**
- vi. Phillips vs. Eyre reported in 1870 June 23 (1) decided by the Court of Queen's Bench.**

13. Per contra, Mr. Banerjee, learned advocate appearing on behalf of the respondent/State and its instrumentalities at the very outset draws attention of this Court to page no. 52 of the instant writ petition being a copy of the order dated 21.02.1986 as issued by the Deputy Secretary to the Government of West Bengal, Metropolitan Development Department whereby and whereunder the previous orders dated 25.11.1971 regarding withdrawal of restrictive clauses have been cancelled and in such order dated 21.02.1986 it has been categorically indicated that the said restrictive clauses would remain in force. It is argued by Mr. Banerjee that the said notice dated 21.02.1986 was neither challenged by the present writ petitioners nor by their predecessor-in-interest in respect of the said premises.

14. It is further argued by Mr. Banerjee that though by the order dated 25.11.1971 the three restrictive clauses of the original deed of lease was withdrawn however the plot of land in question that is the said premises remains as leasehold land.

15. At this juncture Mr. Banerjee took me to the copy of the registered deed of settlement date 11.05.1970 as has been executed by the original leasee in favour of his brother Sudhir Ranjan Bhowmick. It is submitted by Mr. Banerjee that from the recitals of the said deed of settlement it

would reveal that the donee of the said lease have agreed to abide by the rules and regulations of the original deed of lease dated 24.02.1969 including the authority of the Government as would be fixed time to time. It is further submitted by Mr. Banerjee that even from the deed of gift dated 26.12.2001 as executed by the said Sudhir Ranjan Bhowmick (donor) in favour of his son Sanjoy Bhowmick (done) it would again reveal from the recitals of the said deed of gift that the donee while accepting the said gift had undertaken to abide by the terms and conditions of the said original deed of lease as has been executed in favour of the original leasee Monoronjon Bhowmick.

16. It is thus submitted by Mr. Banerjee that from the conduct of the subsequent transferee of the leasehold interest of the said premises in question it thus reveals that no novation of contract took place as wrongly argued on behalf of the writ petitioner.

17. It is further submitted by Mr. Banerjee that though the respondent no.4 had effected mutation in favour of the vendor of the writ petitioners by virtue of the said deed of gift dated 26.12.2001 however, such mutation by no stretch of imagination can be considered as waiver since the right of re-entry of the original lessor i.e. the Government of West Bengal in respect of the said premises remains intact.

18. It is further submitted by Mr. Banerjee that the subsequent assignee to the said leasehold property cannot claim any better title and/or better right than the original leasee. It is further submitted by Mr. Banerjee that on perusal of the memo dated 21.02.1986 it would reveal

that the said order is prospective in nature and therefore the argument of learned advocate for the writ petitioner regarding retrospective effect of the said memo dated 21.02.1986 is nothing but a myth.

19. Placing his reliance upon the reported decision of ***Edward Keventers (Successors) Pvt. Ltd vs. Union of India*** reported in ***AIR 1983 Del 376*** it is submitted that the lease as has been executed in favour of the original leasee in respect of the said premises was governed under the Government Grants Act, 1895 and therefore the provisions of the Transfer of Property Act has got no manner of application in such grants. It is thus submitted by Mr. Banerjee that it is a fit case of dismissal of the instant writ petition.

20. This Court has meticulously gone through the entire materials as placed from the Bar. This Court has given its anxious consideration over the submissions of the learned advocates for the contending parties.

21. Before dealing with the factual aspects of this case this Court at the very outset proposes to look to the reported decisions as cited from the Bar.

22. In the reported decision of ***Ex-Capt. K.C Arora and Anr. (supra)*** it has been held by the Hon'ble Supreme Court that it is well settled principle of law that a government cannot take away the accrued right of a citizen by making amendment to the rules with retrospective effect.

23. In the reported decision of ***Mahadeo Prasad Singh and Anr. (supra)*** it has also been held by the Hon'ble Supreme Court that as a general rule, a statute which takes away or impairs substantive right

acquired under the existing law is construed to have a prospective operation.

24. In the reported decision of ***All India Power Engineering Federation and Ors. (supra)*** the Hon'ble Supreme Court while dealing with the subject of waiver came to a finding that a waiver is an intentional relinquishment of a known right and that, therefore, unless there is a clear intention to relinquish a right that is fully known to a party cannot be said to waive it. It has been held further that it is also clear that if any element of public interest is involved and waiver takes place by one of the parties to this agreement, such waiver will not be given effect to, if it is contrary to such public interest.

25. In the reported decision of ***Shiv Surat Pandey (supra)*** a Co-ordinate Bench while disposing a writ petition came to a finding that the notification dated 25.06.2012 has got no manner of application in respect of original lease containing 17 clauses without imposition of any restrictions of transfer and /or assignment of leasehold interest.

26. In the reported decision of ***Vatika Township (supra)*** it has been held that for interpretation of legislation the established rule is that unless a contrary intention appears, legislation is presumed not to be intended to have a retrospective operation.

27. In the reported decision of ***Phillips vs. Eyre (supra)*** it is held thus:-

“.....Every law that takes away or impairs rights vested agreeably to existing laws is retrospective and is generally unjust, and may be

oppressive; and it is a good general rule that a law should have no retrospect; but there are cases in which laws may justly, and for the benefit of the community, and also of individuals, relate to a time antecedent to their commencement; as statutes of oblivion or of pardon.....”

28. In the reported decision of **Edward Keventers (Successors) Pvt. Ltd (supra)** the Hon’ble High Court of Delhi expressed the following view:-

“15. Sections 2 and 3 of the Government Grants Act are:

“2. Nothing in the Transfer of Property Act, 1882 contained, shall apply or be deemed over to have Several decisions were cited to expound the true implications of these two short sections. I need not refer to all of them and will content myself with only those of the highest persuasive or compulsive authority. The Supreme Court in The Collector of Bombay v. Nusserwanji Rattanji Mistry, (1955) 1 SCR 1311 (1), observed that the Transfer of Property Act does not apply to crown Grants. But reading the enactment as a whole, the scope of Section 3 is that it saves 'provisions, restrictions, conditions and limitations over' which would be bad under the provisions of the Transfer of Property Act, such as conditions in restraint of alienations or enjoyment repugnant to the nature of estate, limitations, offending the rule against perpetuities and the like. But in the State of U.P. v. Zahoor Ahmed, (1973) 2 SCC 547: AIR 1973 S.C. 2520 (2) para 16, it was held that the scope of the Government Grants Act is not limited to affecting the provisions of the Transfer of Property Act only. The Government has unfettered discretion to impose any conditions, limitations or restrictions in its grants, and the right, privileges and obligations of the grantee would be regulated according to the terms of the grant, notwithstanding any provisions of any statutory or common law. However, as held in Thakur Jagannath Baksh Singh v. The

United Province, AIR (33) 1946 P.C. 127 (3), the general words of Section 3 of the Govt. Grants Act cannot be read in their apparent generality. They must be read with reference to the general context and cannot be construed to extend to the relations such as between a sanad holder and his tenants. Still less can they be construed to limit the statutory competence of the Legislature under the Constitution Act. All decisions, therefore, which are contrary to Thakur Jagannath Baksh Singh (supra) are of no moment. Consequently, I am in respectful agreement with the decisions handed down in Mathra Dass v. Punjab Province, AIR (36) 1949 East Punjab 246 (4) Raisaheb Chandanmul Indrakumar Private Ltd. v. State of Orissa, AIR 1972 Orissa 40 (5), and Tek Chand v. Union of India, AIR 1980 P and H 339 (6). I hold that though a Government grant is to be regulated by its own terms irrespective of the Transfer of Property Act or any other law, yet no State can bind itself not to enact in future any law which it is, albeit subject to the Constitution, competent to make on the subject matter of the grant and such Law can expressed or by implication repeal or revoke or modify not merely and or all of the provisions of the grant or transfer but also the Government Grants Act itself. Therefore, every Government Grant made at any time shall be subject to the law enacted after 1895 prospectively or otherwise. This is so because a statute applies to State as much as it does to a citizen unless it expressly or by necessary implication exempts the State from its operations: Superintendent and Remembrance of Legal Affairs, West Bengal v. Corporation of Calcutta, AIR 1967 S.C. 997 (7), and Union of India v. Jubbi, AIR 1968 S.C. 360 (8). It is further subject to any future executive action, which must necessarily be determined by the needs of the community when the question arises, as the Government cannot by contract hamper its freedom of action in matters which concern the welfare of the State: Rederinktiebolaget Amphitrite v. King, (1921) 3 K.B. 500 (9), and Antonio Buttigieg v. Captain Stephen H. Crops, AIR

(34) 1947 P.C. 29 (10). Whether a particular transfer is a grant governed by the Government Grants Act or not is a mixed question of law and fact; Delhi Simla Catholic Archdiocese v. State of U.P., AIR 1980 Delhi 251 (11). The character of the land, the manner of making the lease and its contents in this case all indicate that the lease in question was a Government grant and in the absence of any legislation prior or posterior thereto on its subject matter the lease shall take effect according to its tenor and will not be regulated by the provisions of the Transfer of Property Act unless justice, equity and good conscience require that the principles contained therein should be applied Chiragh Din v. Muhammad Usman Khan, AIR 1924 Lah 281 (12)."

29. Keeping in mind the aforementioned propositions of law if I look to the factual aspects of this case it appears that in respect of several residential plots in Salt Lake the State Government had executed two types of lease deeds namely; a lease deed containing 17 numbers of clauses and another containing 21 numbers of clauses. So far as the lease deed containing 17 clauses is concerned there was no restriction on transfer and /or assignment of lease hold interest by the leasee however, in respect of the lease deed containing 21 clauses before making a transfer and/or assignment the leasee has to obtain previous permission from the Government in writing.

30. Undisputedly, the plot of land and/ or the said premises as involved in the instant writ petition was leased out by executing a lease deed containing 21 clauses. The restrictions to the lease deed in question dated 24.02.1969 were impleaded in Clauses 8, 11 and 12 of the said lease deed

dated 24.02.1969, a copy of which has been annexed at page nos. 35 to 42 of the instant writ petition.

31. It is equally undisputed that by issuing order dated 25.11.1971 the Government has decided to withdraw the said three restrictive clauses in respect of 21 clauses lease deed like the lease deed dated 24.02.1969 and thus in effect the said lease deed dated 24.02.1969 had become a 17 clauses lease deed i.e. a lease deed without any restrictions.

32. At this juncture if I look to the copy of the deed of settlement dated 11.05.1970 as executed by the original leasee in favour of his brother Sudhir Ranjan Banerjee, it reveals that undoubtedly at that material time the said order dated 25.11.1971 was in force, in effect the said donee of the said lease deed dated 11.05.1970 obtained the leasehold interest from his predecessor in office i.e. the original leasee without any restrictions.

33. Consequent to execution of such deed of settlement and pursuant to the application for mutation the said lease hold property was mutated in the name of donee Sudhir Ranjan Bhowmick with effect from 08.07.1974.

34. On perusal of the order dated 21.02.1986 as has been annexed at page no.52 of the instant writ petition it reveals that the Government has decided to withdraw its earlier order dated 25.11.1971 and thus imposed the three restrictive clauses in respect of lease deed containing 21 clauses.

35. At this juncture two moot questions arise for consideration namely:-

- i. As to whether the said order dated 21.02.1986 has got any retrospective effect;
- ii. As to whether by virtue of the said order dated 21.02.1986 the respondent/authorities had taken away any right accrued in favour of the transferee of the leasehold interest of the said premises and/or his successors-in-interest by virtue of the earlier order dated 25.11.1971.

36. The aforementioned two questions arose for consideration before this Court in view of the fact that the writ petitioners has challenged the reasoned order dated 23.06.2014 as passed by the respondent no.4/authority whereby and whereunder the said respondent no.4/authority came to a finding that the writ petitioners' application for mutation will be governed under the notification dated 22.06.2012, a copy of which has been annexed at page nos. 106 to 107 of the instant writ petition.

37. This Court has meticulously gone through the order dated 21.02.1986. It appears to this Court that such order nowhere says that re-imposition of the restrictive clauses of the original deed of lease dated 24.02.1969 would be effective from a back date i.e. prior to the date of passing of the said order dated 21.02.1986.

38. At this juncture if I look to the order under challenge dated 23.06.2014 in the perspective of the said order dated 21.02.1986, it appears to this Court that the respondent no.4/authority while passing the said reasoned order came to a finding that prior to execution of the

deed of assignment dated 10.06.2009 the vendor of the writ petitioners have obtained no permission in writing from the Government.

39. It thus appears to this Court that the respondent no.4/authority while passing the reasoned order came to a finding that the aforementioned three restrictive clauses as available in the original lease deed are equally applicable in case of deed of assignment dated 10.06.2009 by and between one Sanjoy Bhowmick (assignor) and the writ petitioners (the assignee).

40. In considered view of this Court, the finding of the respondent no.4 is faulty inasmuch as the respondent no.4 has failed to visualize that at the time of execution of the deed of settlement dated 11.05.1970 when Sudhir Ranjan Bhowmick being the donee obtained the said premises from his settler Monoronjon Bhowmick, the said Sudhir Ranjan Bhowmick received the leasehold right, title and interest of the said premises without any restrictions. Such being the position, a valuable right has accrued in favour of the donee of the said deed of settlement which cannot be taken away even by a prospective legislation impairing the vested right as acquired by the donee as well as his successors-in-interest.

41. In considered view of this Court, in the event a prospective legislation which makes an attempt to impair the accrued right of a transferee and/or assignee under the existing law, the same is violative of the constitutional mandates.

42. It is trite law that a vested right is a right independent of any contingency and it can arise from contract, statute or by operation of law, unless an accrued or vested right has been derived by a party, the policy decision/scheme could be changed. Such view was taken by the Hon'ble Supreme Court in the case of **MGB Gramin Bank vs. Chakrawarti Singh** reported in **(2014) 13 SCC 583**.

43. In view of the discussion made hereinabove, this Court has got no hesitation to hold that since Sudhir Ranjan Bhowmick, the donee of the deed of settlement dated 11.05.1970 had obtained leasehold interest of the said premises without any restriction regarding transfer/assignment, such right consistently flows to his successors-in-interest and thus the subsequent order dated 21.02.1986 regarding re-imposition of the three restrictive clauses has/have got no manner of application in the case of transfer and/or assignment by his successors-in-interest in respect of the leasehold right in the said premises.

44. In view of the discussion made hereinabove, this Court thus find sufficient merit in the instant writ petition.

45. Accordingly, WPA 14151 of 2023 is allowed.

46. Consequently, the order dated 23.06.2014 as passed by the respondent no.4/ authority is hereby set aside.

47. Consequently the respondent no.4/ authority is directed to effect mutation in respect of plot no.BC-78 in Sector I, Biddhannagar in favour of the writ petitioners in accordance with law and upon compliance of required formalities by the writ petitioners however, without insisting

upon the notification no.27091-SL (AL)/4S-9/2004 (Pt-I) dated 22.06.2012.

48. The entire exercise as indicated in the foregoing paragraphs is to be completed by the respondent no.4/authority within 45 working days from the date of communication of the server copy of this judgement.

49. Liberty is given to the learned advocate on record of the writ petitioner to communicate the server copy of this judgement to the respondent no.4/authority.

50. The respondent no.4/authority is hereby directed to act on the server copy of this judgement.

51. Urgent photostat certified copy of this judgement, if applied for, be given to the parties on completion of usual formalities.

(PARTHA SARATHI SEN, J.)