

**IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE**

Present:

The Hon'ble Justice Debangsu Basak

And

The Hon'ble Justice Md. Shabbar Rashidi

***MAT/972/2025
With
IA NO: CAN/1/2025***

***SUSAMA BISWAS
VS
MD. MAZAHAR ALI AND ORS.***

For the Appellant : Mr. Prantick Ghosh, Advocate
Mr. Prasad Bhattacharyya, Advocate

For the Respondent Bank : Mr. Narayan Debnath, Advocate
Ms. Bishalaxmi Ghosh, Advocate

For the Respondent No. 1 : Mr. Saibal Acharya,
Mr. Rajib Acharyya,

Heard & Judgment on: September 4, 2025

Debangsu Basak, J.

1. Appeal is directed against an order dated June 17, 2025 passed in WPA 17823 of 2024.
2. By the impugned order, learned Single Judge granted leave to the writ petitioner to forward a document in connection with the ownership to the Bank. Bank was allowed to take necessary steps for payment of lease rent in favour of the writ petitioner if there was no legal implement to do so.

3. Added private respondent in the writ petition in which the impugned order was passed is the appellant before us.
4. Learned advocate appearing for the appellant submits that, the writ petitioner obtained a deed of conveyance in respect of an immovable property by practicing fraud, undue influence and coercion. He refers to the plaint filed before the Court of the learned Civil Judge, Senior Division, North 24 Parganas being Title Suit No. 186 of 2023. He also refers to the order of injunction passed in such civil suit. He submits that, the issue of title to the immovable property in question is pending adjudication in such civil suit. In such circumstances, according to him, the learned Single Judge erred in passing the impugned order.
5. Learned advocate appearing for the Bank submits that the Bank is no longer in possession of the concerned property. Bank was a lessee of the immovable property concerned and made over the possession of the immovable property to the appellant herein, after expiry of the lease. He submits that the Bank is holding on to a portion of the lease rental. At present, there is dispute as to who is entitled to the lease rental.
6. Learned advocate for the writ petitioner submits that, the son of the appellant obtained loan from the writ petitioner. One of the terms and conditions of the loan was that in the event, such son of the appellant failed to repay the same, then the appellant will execute title deed in respect of the immovable property concerned. On the son of the appellant failing to repay the loan taken from the writ petitioner, the title deed was executed. There is no question of fraud, undue influence or coercion practiced upon the appellant so far as the title deed is concerned.

7. Apparently, there are civil disputes between the private parties. There is a title suit pending in which there subsists an interim order.
8. We perused the plaint of the title suit filed by the appellant. The writ petitioner is a defendant in such suit. The immovable property concerned is the subject matter of such civil suit. The first relief sought for in the plaint in such civil suit is a declaration that the document on the basis of which the writ petitioner before us is claiming title to the immovable property concerned to be declared null and void.
9. The writ petition was filed seeking relief with regard to the lease rental in respect of the immovable property concerned. As noted above, there is already a civil suit pending between the private parties with regard to the title to the immovable property concerned. Till such time, the title to the immovable property is decided by the civil Court, entitlement to receive the lease rental in respect of such immovable property remains inchoate.
10. We are informed that the Bank is holding on to the lease rental subject to the settlement of the disputes *inter se* the private parties.
11. In our view, interest of justice will be subserved by directing the Bank to withhold the lease rental till a decision is arrived at in the pending civil suit. As noted above, Bank will keep such amount in a fixed deposit bearing interest and will renew the same from time to time till further directions with regard thereto are issued by the civil Court.
12. We clarify that we did not enter into the merits of the rival contentions of the civil suit. The disputes between the parties are

to be decided by the civil Court without being influenced by any of the observations made by us in this order.

13. MAT/972/2025 along with the connected applications are **disposed of** without any order as to costs.

(Debangsu Basak, J.)

14. I agree

(Md. Shabbar Rashidi, J.)

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