

22.09.2025
Sl. No. 24
Ct No. 3
tkm

WPA 14829 of 2025

**M/s. Taroms Realty
Vs
The Kolkata Municipal Corpn. & Ors**

Mr. Souvik Mitra
Ms. Debjani Kundu
...for the petitioner
Mr. N C Bihani, Sr. adv.
Ms. Tanushree Dasgupta
Ms. Ina Bhattacharyya
...for the KMC.

1. Affidavit of service is taken on record.
2. The petitioner has preferred the present writ petition being aggrieved with the inaction on the part of the respondent authorities in failing to take appropriate steps to stop the alleged unauthorized construction at premises no. 116A, Park Street, P.S.- Beniapukur, Kolkata-700017, Ward No. 65 under KMC jurisdiction at the instance of the private respondent.
3. It is the case of the petitioner that he had entered into a development agreement dated 30.08.2022 with the private respondent for development of the said plot. Pursuant thereto, the petitioner incurred substantial amount towards conversion of the property from Thika tenancy, in order to enable the approval of a building plan by the respondent authority. After completion of the conversion, when the petitioner approached the private respondent for

implementation of the development agreement, he discovered that the private respondent had, instead, executed another development agreement with the third party in respect of the same property and had also obtained a sanctioned plan from the respondent authority. Being aggrieved, the petitioner submitted a representation dated 26.6.2025 before the respondent authorities, seeking clarification as to whether any sanctioned plan had in fact been issued in respect of the said premises. However, no response has been furnished, till date. In the meantime, construction activity has continued at the premises, which the petitioner alleges to be unauthorized.

4. The grievance of the petitioner is that, despite the existence of a valid development agreement between himself and the private respondent, the later executed a new development agreement with a third party. Construction is being carried out in the premises. The inaction of the respondent authority in not responding to the petitioner's representation has compelled him to approach this Court.

5. This court has heard the arguments advanced by the respective parties and has perused the materials on record.

6. It is evident that the dispute essentially arises out of the alleged breach of a development agreement executed between the petitioner and the private respondent, followed by the execution of another agreement with a third party. The controversy, therefore, pertains primarily to contractual

rights and obligations between the petitioner and the private respondent. The grievance, therefore, falls within the ambit the private dispute and does not warrant interference in the exercise of writ jurisdiction under Article 226 of the Constitution. The writ jurisdiction of this Court is not intended to adjudicate private contractual disputes, particularly when efficacious alternative remedies under civil law are available to the petitioner.

7. In view of above, this court is not inclined to exercise its writ jurisdiction in the present matter.

8. Accordingly, the present writ petition stands dismissed, leaving it open to the petitioner to seek appropriate reliefs before the competent civil forum in accordance with law.

(Gaurang Kanth, J.)