

04.08.2025
(M/L-21)
Ct.-19
(Nandita)

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

W.P.A. 15330 of 2025

Durgapur Metaliks Ltd. & Anr.
-Vs-
The State of West Bengal & Ors.

Mr. Rwitendra Banerjee,
Mr. Amal Kumar Saha,
Mr. Iresh Paul

.... For the Petitioners

Ms. Sharanya Chatterjee,
Mr. Subhajit Barman

.... For the Respondent Nos. 2,3,4

1. The parties to the instant writ petition are represented by their respective counsels.
2. By filing the instant writ petition the writ petitioners have prayed for issuance of appropriate writ/writs against the respondent authorities for correction of the mutual mistakes committed while executing the registered deed of lease dated 29.05.2009 as has been annexed at page no. 24 to 39 of the instant writ petition.
3. At the time of hearing Mr. Banerjee, learned Advocate appearing on behalf of the writ petitioners draws attention to this court to page no. 19 of the instant writ petition being a copy of the letter dated nil as written by the writ petitioner no.1 /company addressed to the respondent no.3 authority whereby and whereunder a request was

made by the writ petitioner no. 1/Company for allotment of additional land for setting up a raw material yard and stockyard nearest to the factory site of the writ petitioner no.1.

4. It is further submitted by Mr. Banerjee that from page no. 22 of the writ petition it would reveal that a plan has been prepared by the respondent authority showing additional land earmarked for the writ petitioner.
5. At this juncture Mr. Banerjee, took me to page 44 and 45 of the instant writ petition being a copy of the show case dated 15.01.2025 as issued by the respondent no. 4 authority wherein it has been alleged that the writ petitioner has not committed any development over the demised plot which is the schedule mentioned plot of land of the said deed of lease.
6. It is submitted by Mr. Banerjee that on perusal of the entire materials as placed before this Court it would reveal that the said show cause notice dated 15.01.2025 as has been issued by the respondent no. 4 authority is in complete mis-interpretation of the terms and conditions of the deed of lease inasmuch as all along it was the intention of the writ petitioners to use the said land for setting up a raw material yard and stockyard which is very much required for smooth functioning of the factory as has been set up by the writ petitioners also on the allotted land of the writ petitioner.

7. It is thus submitted by Mr. Banerjee that since the said deed of lease dated 29.05.2009 contained clauses which are based on mutual mistakes, appropriate writ /writs may be issued against the respondent authorities commanding them to correct the mutual mistakes as prayed for.
8. *Per contra*, Mr. Chatterjee learned Advocate appearing on behalf of the respondent authorities also places his reliance upon the copy of the said registered deed of lease dated 29.05.2009. It is submitted by Mr. Chatterjee that on execution of the said registered deed of lease, the parties to the said deed of lease had entered into a contract and thus the legality, validity and the correctness of the said concluded contract and/or terms and conditions of the lease cannot be subject matter of the instant writ petition.
9. On careful consideration of entire materials as placed before this Court and after hearing the learned Advocates for the contending parties this Court is agreement with the submission of Mr. Chatterjee that in the event a party to a contract and/or a party to a deed of lease intends to avoid the said registered deed of lease and/or any clause or clauses thereof, he shall have to approach common law forum for ventilating his grievance.
10. In further considered view of this Court, this Court sitting in writ jurisdiction is not supposed to enter into the factual aspects of the dispute

and /or legality, validity and correctness of the registered deed of lease since the same is required to be done by trial on evidence which infrastructure a writ court lacks.

11. In view of the discussion made hereinabove, this court holds the instant writ petition is devoid of any merit and is thus dismissed.

12. There shall be, however, no order as to costs.

13. Urgent Photostat certified copy of this order, if applied for, be supplied to the parties subject to compliance with all requisite formalities.

(Partha Sarathi Sen, J.)