

S/L 9
13.11.2025
Court. No. 25
sourav

WPA 15820 of 2025

**Ex NK Mozammel Hoque
Vs.
The Union of India & Ors.**

Mr. Ranjan Kumar Kali

...for the petitioner.

*Mr. Ajit Kumar Choubey
Mr. Ayanabha Raha
Mr. Vinayak Chaubey
Mr. Prabhat Kumar*

...for the respondents..

1. The petitioner has filed the present writ application challenging the order of vacation of shop issued by the respondents dated May 17, 2025.
2. The case of the petitioner is that the petitioner is an Ex-service man and as per the guidelines, the respondents/authorities have allotted a shop room no. 06, II Lines, Command Hospital Complex, Alipore, Kolkata – 700 027 to run book and stationary shop on June 23, 2012 on deposit of security amount of Rs. 12,500/-.
3. He submits that though the initial order of allotment of shop does not contains any period of tenancy, but the authorities have time to time extended the tenancy period and increased the rent of the shop room in question. Lastly, on February 11, 2025, an agreement was entered between the petitioner and the respondents/authorities wherein the period of tenancy is prescribed for 11 months from February 11, 2025 to January 10, 2026.

4. The petitioner submits that the petitioner is enjoying the premises in question and paying the monthly rent as agreed between the parties. All of a sudden, on May 17, 2025 the respondent authorities have issued the vacation notice relying upon the guidelines for allotment of the shop dated February 7, 2018 informing that 100% reservation for war widows/widows of defence personnel killed while on duty/disable soldier/ex-serviceman and spouses/widows of ex serviceman etc. shall be followed for allotment of regimental shops in various formations/establishments/units. In the said notice, it is further mentioned that the licence period/allotment shall be subject to five years with a three years cooling off/break period.
5. The learned counsel for the petitioner submits that the respondents/authorities have issued the notice on the basis of the guidelines dated February 8, 2018 but the respondents/authorities have allotted the shop in the year 2012 and the authorities have extended the period of tenancy from time to time and lastly, on February 11, 2025 for a period of 11 months and still the tenancy period has not been completed but during the existence of the tenancy period, the authorities have issued the order of eviction. Learned counsel for the petitioner further submits that the guidelines which the respondents have relied upon is not applicable to the petitioner as the guidelines has been issued in the year 2018 and the petitioner is in occupation of premises

since the year 2012 thus the guidelines cannot be given any retrospective effect.

6. Per contra, learned counsel appearing for the respondents submits that since 2012 the petitioner is in occupation of the premises and lastly, on February 11, 2025, the period of tenancy was extended for the period of 11 months and the petitioner is agreed for the extension of 11 months which is going to be expired on January 10, 2025. He submits that in the said agreement as per Clause 7, there is a provision that by giving one month notice the agreement can be terminated and accordingly, the respondents in terms of the guidelines dated February 7, 2018 have issued the notice by giving one month time to the petitioner to vacate the shop. Thus there is no illegality in issuing the said notice.
7. Learned counsel for the respondents upon instruction further submits that though the respondents have issued the notice to the petitioner for vacating the premises but the petitioner can enjoy the premises till January 10, 2026 and thereafter, the petitioner should handover the shop room to the respondents/authorities so that the respondents/authorities shall take appropriate decision in terms of the guidelines dated February 7, 2018.
8. Heard the learned counsel for the parties. Perused the material on record.
9. This Court finds that initial order of allotment was issued in favour of the petitioner in respect of the shop

room on June 23, 2012 and since then, the petitioner is in occupation of the premises in question and enjoying the shop premises. Lastly, on February 11, 2025, afresh the lease agreement was entered between the parties and in terms of the said agreement, the tenancy period is only for 11 months i.e., from February 11, 2025 to January 10, 2026.

10. In the said agreement, as per Clause 7, one month notice from either side will be sufficient to terminate the agreement and on such termination the licensee will hand over the vacant possession of the premises back to the licensor without showing any reservation whatsoever and the licensor is not bound to assign/give any reason for termination of this agreement. The learned counsel for the petitioner relies upon Clause 6 of the said agreement wherein the renewal option has been provided. As per Clause 6, the agreement shall remain in force for the period of 11 months from the date of commencement and the licensor reserves the right to renew the same for further period of eleven months, twice upto a maximum period of balance months at the discretion of the management, on agreed terms and conditions and accept that the rent and rebate shall be increased by 10 per cent or more on every extension in case this agreement is renewed for an additional period.
11. This Court finds that the petitioner is enjoying the shop premises as an ex-serviceman since the year 2012. The

respondents have relied upon the guidelines dated February 7, 2018 which reads as follows:

*“(a) **Para 8 – Reservation of Shops for Allotment** 100% reservation for war widows/widows of defence personnel killed while on duty/disabled soldier/ex-serviceman and spouses/widows of ex-serviceman etc shall be followed for allotment of regimental shops in various formations/establishments/units.*

*(b) **Para 9 – Period of Allotment/Licence.** Licence period/allotment shall be subject to five years with a three years cooling off/break period.”*

12. This guideline provides for reservation as mentioned in para 8 of the said guideline. As per para 9, licence period shall be subject to five years with a three years cooling off/break period. In the present case, the shop was allotted in the year 2012 and till date the petitioner is in occupation of the premises and enjoying the premises. The last agreement was entered on February 11, 2025 which is going to be expired on January 10, 2026.
13. This Court finds that the petitioner has enjoyed the shop allotted to the petitioner for more than 13 years and as per the guidelines, the period of allotment shall be five years with the cooling period of three years break.
14. Considering the above, this Court finds that the offer made by the respondents that the petitioner shall continue with the premises in question till January 10, 2026 and thereafter the petitioner shall vacate the premises is a good offer. Thus, this Court accepted the

offer made by the respondents and the petitioner is directed to vacate the premises on January 11, 2026. If the petitioner intends to continue with the premises, the petitioner can make a representation to the authorities within two weeks from date and if any representation is made by the petitioner, authorities shall consider in terms of Clause 6 of the agreement within a period of three weeks on receipt of the representation of the petitioner and to pass a reasoned and speaking order.

15. WPA 15820 of 2025 is disposed of.
16. Urgent photostat certified copies of this order, if applied for, be supplied to the parties upon compliance with all the necessary formalities.

(Krishna Rao, J.)