IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

Present:
The Hon'ble Justice Partha Sarathi Sen

WPA 16803 of 2003

Ramanuj Pandey
Vs.
The State of West Bengal & Ors.

For the petitioner	:	Mr. Partha Ghosh Mr. Amal Kumar Dutta Ms. S. Sureka Mr. Debashis Das
For the State	:	Mr. Amal Kumar Sen, Ld. AGP Mr. Jaladhi Das
Heard on	: :	13.03.2025
Judgment on	:	13.03.2025

PARTHA SARATHI SEN, J.:

1. The affidavit-in-reply as filed today on behalf of the writ petitioner is taken on record.

2. Mr. Ghosh, learned advocate for the writ petitioner has also filed an authenticated copy of the affidavit-in-opposition of respondent nos. 2, 3 and 4. Let the same be also taken on record since, the original affidavit-in-opposition of the respondent nos. 2, 3 and 4 is either not traceable or may be the same has not been filed.

3. It is also pertinent to mention herein that the contents of the authenticated copy of the said affidavit-in-opposition as filed today have not disputed by either parties.
4. By filing the instant writ petition, the writ petitioner has prayed for issuance of appropriate writ/writs against the respondents/authorities commanding them to receive the balance sum of Salami for allotment of stall being Stall No. D/4 in Block D of newly constructed Mathabhanga Regulated Market Complex as constructed by the respondent no. 3 with a further prayer for making allotment of the said stall in favour of the writ petitioner.
5. In course of his argument, Mr. Ghosh, learned advocate appearing on behalf of the writ petitioner draws attention of this Court to Page Nos. 19 and 20 of the writ petition being copies of the trade lincence and certificate of enlistment as issued by the Mathabhanga Municipality in the name of the writ petitioner in the year 2003. It is submitted by Mr. Ghosh that from the said two documents, it would reveal that at that material time, the writ petitioner was carrying on wholesale business of rice over a plot of land from a temporary stall.
6. It is further submitted by Mr. Ghosh that after creation of the said regulated market committee, a decision was taken by the respondents/authorities that the said committee would construct a market complex. It is further submitted by Mr. Ghosh that it has been decided by the respondents/authorities that after construction

of the said market complex, shop rooms would be allotted to the registered shop owners of the locality and, thereafter, excess shop rooms would be provided to the others on payment of higher amount of Salami.

7. At this juncture, Mr. Ghosh draws attention of this Court to Page No. 22 of the writ petition being a copy of the note-sheet as well as to Page No. 23 being a copy of the money receipt issued by the Secretary, Mathabhanga regulated Market Committee. It is submitted by Mr. Ghosh that from the said note-sheet, it would reveal that the respondents/authorities more specifically, the respondent nos. 3 and 4 had prepared a list of traders which includes their names, allotted stall numbers and amount of Salami in lieu of such proposed allotment.

8. It is further submitted on behalf of the writ petitioner that from serial no. 4 of the said note-sheet, it would reveal that the name of writ petitioner was included in the said list of traders and a provisional allotment was given to him in respect of Stall No. D/4 for which a Salami of Rs. 2.20 lakh was fixed. It is further submitted that, thereafter, the writ petitioner deposited a sum of Rs. 25,000/- towards advance which was received by the respondent no. 4 by issuing a money receipt. It is further submitted that after receipt of the said sum of Rs. 25,000/- towards advance on 11.07.2002, the respondent nos. 3 and 4 went to their eternal slumber and made no

attempt to allot the said shop room though by several communications (copies of which have been annexed with the instant writ petition), the writ petitioner expressed his intension to pay the balance Salami amount and made request to the respondent nos. 3 and 4 to allot the said shop room in favour of him but in vain.

9. In his next limb of submission, Mr. Ghosh draws attention of this Court to the various paragraphs of the affidavit-in-opposition. It is submitted by Mr. Ghosh that it has been admitted by the respondent nos. 2 to 4 that on the basis of their oral offer, the writ petitioner has deposited a sum of Rs. 25,000/- as part payment against full consideration of Rs. 2.20 lakh but in the said affidavit-in-opposition, the said respondents contended that there was no contractual obligation between the writ petitioner and the respondent nos. 2 to 4 for allotment of such shop room. It is further submitted by Mr. Ghosh that from the said affidavit-in-opposition, the respondent nos. 2 to 4 could not explain as to what prevented them to allot the said shop in the said regulated market despite receipt of Rs. 25,000/- towards advance.

10. It is further submitted by Mr. Ghosh that from the said affidavit-in-opposition, it would reveal that the respondent nos. 2 to 4 had already allotted shop rooms to 308 numbers of traders. It is thus submitted by Mr. Ghosh that the inaction of the respondent nos. 2 to 4 tantamounts to violation of Article 14 of the Constitution of

India. Mr. Ghosh thus submits that appropriate relief and/or reliefs may be granted to the writ petitioner in terms of the prayer as made in the writ petition.

11. In course of submission Mr. Ghosh places his reliance upon a reported decision of Hon'ble Supreme Court namely; ***Delhi State Industrial Development Corporation Limited vs. Ashok Kumar Madan*** reported in ***(2015) 4 SCC 245***. It is submitted by Mr. Ghosh that on account of the receipt of the said advanced money by the respondent nos. 3 and 4 an equitable right has been accrued in favour of the writ petitioner which the respondents/authorities cannot disown.

12. Per contra, Mr. Sen, learned advocate appearing on behalf of the respondent/State at the very outset draws attention of this Court to the notification no. 1360-AM/P/5A/17/2013 dated 17.10.2014 as issued by the Agricultural Marketing Department, Government of West Bengal. It is submitted by Mr. Sen that from the said notification it would reveal that from the day of issuance of said notification the respondent no. 3/marketing committee ceased to exist pursuant to the provisions of Section 3 (4) of the West Bengal Agricultural Produce Marketing (Regulation) Act, 1972 (hereinafter referred to as the 'said Act of 1972' in short) and by virtue of the said notification that the area concerned ceased to be a market area within the meaning of the said Act of 1972.

13. It is further submitted by Mr. Sen that from paragraph no. 2 of the said notification it would reveal further that all the properties and liabilities of the said market committee vested in the State Government free from all encumbrances. In course of his submission Mr. Sen further draws attention of this Court to Section 56 of the Indian Contract Act, 1872. It is submitted by Mr. Sen that in view of publication of the said notification dated 17.10.2014 it has become impossible for the respondents/authorities to perform its obligation, if therebe any, since the act as proposed to be done under the alleged contract has become impossible.

14. It is further argued by Mr. Sen that from the averments of the writ petition it would reveal further that the writ petitioner has miserably failed to produce a single scrap of paper that he was a registered shop owner of the locality where the said market complex was constructed. It is contended further on behalf of the respondent/State that from the sequence of events as have been stated in paragraph no. 5 of the said affidavit-in-opposition it would reveal that after construction of the various blocks of the market complex, allotments have been given to the various registered shop owners out of total 308 registered shop owners. It is further contended by Mr. Sen that though pursuant to an oral offer made by the respondent no. 3 the writ petitioner deposited Rs. 25,000/- towards advance, no contract was entered into by and between the

respondent nos. 3 and 4 and the writ petitioner for allotment of any shop room in the said market complex.

15. Drawing attention to page nos. 21 and 22 of the affidavit-in-opposition it is further submitted by Mr. Sen that on 13.08.2003 that a policy decision was taken by the said market committee that the said market committee would rehabilitate the enlisted 308 numbers of traders who used to transact business prior to dismantling of old structure to new stalls being constructed in phased manner and no new aspirants from outside would be entertained till all the enlisted traders have been completely rehabilitated. It is submitted that it was further decided that the application of five outsider traders for stalls in Blocks – D and E would not be entertained to facilitate the fulfillment of the decision of rehabilating enlisted 308 traders. It is further submitted by Mr. Sen that by a letter dated 12.11.2003 such decision was communicated to the writ petitioner.

16. Mr. Sen thus submits that in view of the said policy decision and in view of the fact that there was no contractual relationship between the writ petitioner and the respondents/authorities and even for the sake of argument if it is accepted that a contract was entered into but on account of publication of the notification dated 17.10.2014 the performance of the said alleged contract had become impossible and, therefore, the writ petitioner is not entitled to any relief as

prayed for. It is lastly argued by Mr. Sen that though the writ petitioner relied upon a copy of the note-sheet but no favourable right accrues in favour of the writ petitioner on the basis of the said note-sheet of the respondents/authorities. Mr. Sen thus submits that it is a fit case for dismissal of the instant writ petition.

17. On being asked by this Court Mr. Sen, however, admits that in view of the situation the respondents/authorities ought to have refunded the money of the writ petitioner with interest.

18. On careful consideration of the entire materials as placed before this Court and after hearing the learned Advocates for the contending parties it appears to this Court that admittedly the writ petitioner has miserably failed to produce a scrap of paper that prior to creation of the said market complex he was a registered shop owner of the area where the said market complex was constructed. It appears to this Court that it is the case of the writ petitioner that he was carrying on business of sale of rice in wholesale manner by obtaining certificate of enlistment from Mathabhanga Municipality.

19. From the copy of the note-sheet as has been annexed at page no. 22 of the instant writ petition it appears to this Court that the writ petitioner's name is placed at serial no. 4 and in the said note-sheet a proposal was given for allotment of Stall No. D/4 at a Salami of Rs. 2.20 lakhs. In the affidavit-in-opposition as filed by the respondent nos. 2 to 4 the contents of the said note-sheet has not been

disputed. It is also undisputed that on 11.07.2002 the writ petitioner deposited Rs. 25,000/- and the respondent no. 4 being the Secretary of the said market committee issued a money receipt to that effect. In the affidavit-in-opposition it has been contended that the writ petitioner accepted the oral offer of the respondents/authorities and made payment of Rs. 25,000/- as a part payment towards full consideration for the proposed allotment.

20. It thus appears to this Court that on the basis of the communication made by the respondents/authorities the writ petitioner has deposited a sum of Rs. 25,000/- as a part payment and in doing so the writ petitioner has accepted the proposal of the respondents/authorities. It thus appears to this Court that such acceptance by the writ petitioner was absolute and unqualified within the meaning of Section 7 of the Indian Contract Act. Admittedly, for some reason or other no contract was executed by and between the writ petitioner and the respondents/authorities more specifically the respondent nos. 3 and 4.

21. It further appears to this Court that the respondents/authorities had taken a policy decision on 13.08.2003 regarding non-allotment of stalls to the outsiders as has been discussed elaborately in the foregoing paragraphs. According to the respondents it was communicated to the writ petitioner under cover of a letter dated 12.11.2003 which is, however, disputed by Mr. Ghosh in course of

his argument. It reveals further from the page nos. 24 to 27 that the writ petitioner made several representations for acceptance of the balance Salami amount and for allotment of the said stall but that was not replied to. This Court has also noticed that in the copy of the letter dated 12.11.2003 at page no. 22 of the said affidavit-in-opposition of the respondent nos. 2 to 4, the respondent no. 4 assured the writ petitioner in the following manner:

> *"Thus, after completion of allotment of stalls among 308 (three hundred eight) existing and enlisted (B.L.& L.R.O.) traders your allotment of stall will be made in due course."*

22. In view of such, this Court is still in dark as to whether after completion of allotment of stalls any vacant stalls are still lying or not. No endeavor has been made by the respondents/authorities to communicate the same either to the Court or to the writ petitioner. No reason could be assigned as to why the respondents/authorities did not refund the advance amount of Rs. 25,000/- to the writ petitioner expressing their inability to allot stall as prayed for.

23. In course of his argument though Mr. Sen was very vocal regarding impossibility of performance of the contract by virtue of publication of notification dated 17.10.2024 whereby and whereunder the said market area ceased to exist and the said market committee stood dissolved but in considered view of this Court the instant writ petition is not governed by the principles of Indian Contract Act,

1872 and on the contrary the principle of 'promissory estoppel' would apply in the instant *lis*.

24. The doctrine of 'promissory estoppel' consists of ingredients of promise and estoppel like equity. The doctrine has been introduced to reduce the rigor of the common law as well as the statutory law. Equitable estoppel yields a remedy in order to prevent unconscionable conduct on the part of the party who, having made a promise to another acts on it to his detriment, seeks to resile from the promise.

25. In the reported decision of ***Manuelsons Hotels Private Limited vs. State of Kerala*** reported in ***(2016) 6 SCC 766*** the Hon'ble Supreme Court while dealing with the doctrine of promissory estoppels held thus:

> *"The above statement, based on various earlier English authorities, correctly encapsulates the law of promissory estoppel with one difference-under our law, as has been seen hereinabove, promissory estoppel can be the basis of an independent cause of action in which detriment does not need to be proved. It is enough that a party has acted upon the representation made. The importance of the Australian case is only to reiterate two fundamental concepts relating to the doctrine of promissory estoppel-one, that the central principle of the doctrine is that the law will not permit an unconscionable departure by one party from the subject-matter of an assumption which has been adopted by the other party as the basis of a course of conduct which would affect the other party if the assumption be not adhered to. The*

assumption may be of fact or law, present or future. And two, that the relief that may be given on the facts of a given case is flexible enough to remedy injustice wherever it is found. And this would include the relief of acting on the basis that a future assumption either as to fact or law will be deemed to have taken place so as to afford relief to the wronged party."

26. In the reported decision of ***Manuelsons Hotels Private Limited*** (Supra) the Hon'ble Supreme Court had also occasion to consider the applicability of the said doctrine against the Stat and its functionaries and in doing so, the Hon'ble Supreme Court expressed the following view:

"12.*In the M/S Motilal Padampat Sugar Mills case' (1979) 2 SCC 409: 1979 SCC (Tax) 144: (1979) 2 SCR 641, the appellant before this Court was primarily engaged in the business of manufacture and sale of sugar. An assurance was given by the State Government in that case that new Vanaspati units in the State which go into commercial production by 30th September,1970 would be given partial concession in sales tax for a period of three years. The appellant having set up such Vanaspati unit thereafter went into the production of Vanaspati on 2nd July, 1970 and sought exemption. The Government apparently turned around and rescinded its earlier decision of January, 1970 in August 1970, by which time the factory of the appellant had gone into commercial production. A Writ Petition was filed in the High Court of Allahabad asking for a writ directing the State Government to exempt the sales of Vanaspati manufacturer from sales tax for a period of three years commencing 2nd July, 1970 as per the promise held out. This plea fell upon deaf ears in the High Court, as a result of which* *the petitioner in that case appealed to the Supreme Court. After discussing the authorities in detail, this Court held:*

> *"24. The law may, therefore, now be taken to be settled as a result of this decision, that where the Government makes a promise knowing or intending that it would be acted on by the promisee and, in fact, the promisee, acting in reliance on it, alters his position, the Government would be held bound by the promise and the promise would be enforceable against the Government at the instance of the promisee, notwithstanding that there is no consideration for the promise and the promise is not recorded in the form of a formal contract as required by Article 299 of the Constitution. It is elementary that in a republic governed by the rule of law, no one, howsoever high or low, is above the law. Everyone is subject to the law as fully and completely as any other and the Government is no exception. It is indeed the pride of constitutional democracy and rule of law that the Government stands on the same footing as a private individual so far as the obligation of the law is concerned: the former is equally bound as the latter. It is indeed difficult to see on what principle can a Government, committed to the rule of law, claim immunity from the doctrine of promissory estoppel. Can the Government say that it is under no obligation to act in a manner that is fair and just or that it is not bound by considerations of "honesty and good faith"? Why should the Government not be held to a high "standard of rectangular rectitude while dealing with its citizens"? There was a time when the doctrine of executive necessity was regarded as sufficient justification for the Government to repudiate even its contractual obligations; but, let it be said to the eternal glory of this Court, this doctrine was emphatically negatived in the Indo-Afghan Agencies case; Union of India vs. Anglo –Afghan Agencies case: AIR 1968 SC*

718 and the supremacy of the rule of law was established. It was laid down by this Court that the Government cannot claim to be immune from the applicability of the rule of promissory estoppel and repudiate a promise made by it on the ground that such promise may fetter its future executive action. If the Government does not want its freedom of executive action to be hampered or restricted, the Government need not make a promise knowing or intending that it would be acted on by the promisee and the promisee would alter his position relying upon it. But if the Government makes such a promise and the promisee acts in reliance upon it and alters his position, there is no reason why the Government should not be compelled to make good such promise like any other private individual. The law cannot acquire legitimacy and gain social acceptance unless it accords with the moral values of the society and the constant endeavour of the Courts and the legislature, must, therefore, be to close the gap between law and morality and bring about as near an approximation between the two as possible. The doctrine of promissory estoppel is a significant judicial contribution in that direction. But it is necessary to point out that since the doctrine of promissory estoppel is an equitable doctrine, it must yield when the equity so requires. If it can be shown by the Government that having regard to the facts as they have transpired, it would be inequitable to hold the Government to the promise made by it, the Court would not raise an equity in favour of the promisee and enforce the promise against the Government. The doctrine of promissory estoppel would be displaced in such a case because, on the facts, equity would not require that the Government should be held bound by the promise made by it. When the Government is able to show that in view of the facts as have transpired since the making of the promise, public *interest would be prejudiced if the Government were required to carry out the promise, the Court would have to balance the public interest in the Government carrying out a promise made to a citizen which has induced the citizen to act upon it and alter his position and the public interest likely to suffer if the promise were required to be carried out by the Government and determine which way the equity lies. It would not be enough for the Government just to say that public interest requires that the Government should not be compelled to carry out the promise or that the public interest would suffer if the Government were required to honour it. The Government cannot, as Shah, J., pointed out in the Indo-Afghan Agencies case, claim to be exempt from the liability to carry out the promise "on some indefinite and undisclosed ground of necessity or expediency", nor can the Government claim to be the sole Judge of its liability and repudiate it "on an ex parte appraisement of the circumstances". If the Government wants to resist the liability, it will have to disclose to the Court what are the facts and circumstances on account of which the Government claims to be exempt from the liability and it would be for the Court to decide whether those facts and circumstances are such as to render it inequitable to enforce the liability against the Government. Mere claim of change of policy would not be sufficient to exonerate the Government from the liability: the Government would have to show what precisely is the changed policy and also its reason and justification so that the Court can judge for itself which way the public interest lies and what the equity of the case demands. It is only if the Court is satisfied, on proper and adequate material placed by the Government, that overriding public interest requires that the Government should not be held bound by the promise but should be free to act unfettered by it, that the Court would refuse to* *enforce the promise against the Government. The Court would not act on the mere ipse dixit of the Government, for it is the Court which has to decide and not the Government whether the Government should be held exempt from liability. This is the essence of the rule of law. The burden would be upon the Government to show that the public interest in the Government acting otherwise than in accordance with the promise is so overwhelming that it would be inequitable to hold the Government bound by the promise and the Court would insist on a highly rigorous standard of proof in the discharge of this burden. But even where there is no such overriding public interest, it may still be competent to the Government to resile from the promise "on giving reasonable notice, which need not be a formal notice, giving the promisee a reasonable opportunity of resuming his position" provided of course it is possible for the promisee to restore status quo ante. If, however, the promisee cannot resume his position, the promise would become final and irrevocable. Vide Ajayi v. Briscoe (Nigeria) Ltd. (1964) 1 WLR 1326 (PC)]."*

13. The Court further went on to hold that it was not necessary for the petitioner to show that it had suffered any detriment, and it was enough that the petitioner had relied upon the promise or representation held out, and altered its position relying upon such assurance. Importantly, the Court held (Motoilal Padampat Case, Motilal Padampat Sugar Mills Co. Ltd vs. state of U.P (1979) 2 SCC 409: 1979 SCC (Tax) 144: (1979) 2 SCR 641 SCC p.453, para 33)

"33……Of course, it may be pointed out that if the U.P. Sales Tax Act, 1948 did not contain a provision enabling the Government to grant exemption, it would not be possible to enforce the representation against the Government, because the Government

cannot be compelled to act contrary to the statute, but since Section 4 of the U.P. Sales Tax Act, 1948 confers power on the Government to grant exemption from sales tax, the Government can legitimately be held bound by its promise to exempt the appellant from payment of sales tax. It is true that taxation is a sovereign or governmental function, but, for reasons which we have already discussed, no distinction can be made between the exercise of a sovereign or governmental function and a trading or business activity of the Government, so far as the doctrine of promissory estoppel is concerned. Whatever be the nature of the function which the Government is discharging, the Government is subject to the rule of promissory estoppel and if the essential ingredients of this rule are satisfied, the Government can be compelled to carry out the promise made by it. We are, therefore, of the view that in the present case the Government was bound to exempt the appellant from payment of sales tax in respect of sales of vanaspati effected by it in the State of Uttar Pradesh for a period of three years from the date of commencement of the production and was not entitled to recover such sales tax from the appellant."

Having so held, the Court then went on to hold that since the Government is bound to exempt the appellant from payment of sales tax for a period of three years w.e.f. 2nd July, 1970, being the date of commencement of the production of Vanaspati, the appellant would not be liable to pay any sales tax, subject only to the State's claim to retain any part of such amount under any provision of law. In the absence of such claim, the State would have to refund the amount of sales tax collected by it from the appellant with interest thereon."

27. At this juncture, this Court also proposes to look to the reported decision of ***Delhi State Industrial Development Corporation***

Limited (supra) as cited by the side of the writ petitioner wherein the Hon'ble Apex Court express the following view:

> *"**18**. Further, on a careful examination of the cancellation letter that was addressed to the respondent cancelling the allotment of the plot allotted to him, the appellant Corporation had not given any other reason except admitting the bona fide mistake on the part of its officer in accepting the belated payment made by the respondent towards the allotment of the plot and the delay on the part of the respondent in making the payment within the stipulated time period. Thus, the explanation given by the appellant Corporation has failed to satisfy the courts below as well as this Court as the appellant Corporation had continued to retain the total amount deposited by the respondent for more than half a decade, without even making an attempt to return the same with interest to the respondent. Further, the respondent had promptly responded to the newspaper advertisement dated 27.04.2004, published by the appellant Corporation, asking the allottees of the plots to make full payment along with the interest in the office of the appellant Corporation.*
>
> ***19**. Further, as has been rightly held by the Division Bench of the High Court, that the letter dated 14.11.2006 sent by the appellant Corporation for furnishing of certain documents by the respondent to facilitate the appellant Corporation to hand over the possession of the plot to him, would also indicate that the appellant Corporation had condoned the delayed*

payment of the cost of the plot on the part of the respondent and further, there is no allegation made in the present appeal that the officer concerned of the appellant Corporation had colluded with the respondent or acted in mala fide manner with a view to favour him by allowing him to deposit the cost of the plot belatedly. In fact, the deposit of the amount was made by the respondent pursuant to the opportunity given to him by the extended time for depositing the amount as published in the newspaper advertisement.

20*. Thus, the fact that the respondent had paid interest on the delayed payment to the account of the appellant Corporation, which was accepted by it and it did not take any action either against its officer or for the return of money to the respondent between the period 2004-2008, certainly created equity in favour of the respondent, as observed by the learned Single Judge and the judgment and order was rightly confirmed by the Division Bench of the High Court.*

21*. The appellant Corporation has failed to satisfy this Court with cogent and reasonable explanation as to why the money paid by the respondent for the allotment of the plot was not returned to him by the appellant Corporation which has led him to believe that his delayed payment towards the cost of the allotted plot had been accepted by the appellant Corporation. Thus, in our considered view, there is no merit in the above contentions urged by the learned counsel on behalf of the appellant Corporation and the respondent has been* *wrongfully denied the benefit of allotment of the plot. Therefore, quashing of the cancellation of the allotted plot by the High Court is legal and valid, the same does not warrant interference by this Court.*

***22**. Thus, we direct the appellant Corporation to re-allot the plot originally allotted to the respondent, i.e. Plot No.57, Pocket-I, Sector-2, Bawana Industrial Area, Delhi, and if the same is not available, an alternative plot, in the same Bawana Industrial Area or any other proximate area be allotted to him within a period of four weeks from the date of receipt of the copy of this order. The discretionary power exercised by the learned single Judge of the High Court which is confirmed by the Division Bench of the High Court need not be interfered with by this Court as no case is made out. The appeal is dismissed."*

28. It appears to this Court that the proposition of law as decided in the case of ***Delhi State Industrial Development Corporation Limited*** (supra) is squarely applicable in the present case, in view of the fact that the respondents/authorities have miserably failed to satisfy this Court as what prompted them to retain the advance amount as deposited by the writ petitioner towards the allotment of the shop room for a period of 23 years. During this period, no communication has been made by the respondents/authorities expressing their inability to allot a shop room in the said market complex and on the contrary an assurance was given on the previous day of filing of the

instant writ petition that the writ petitioner would be allotted a stall after completion of allotment of stall in favour of the existing and enlisted traders.

29. The chain of events as discussed hereinabove had thus, created an equity in favour of the writ petitioner and the doctrine of 'promissory estoppel' thus estopped the respondents/authorities to deny that they are not duty bound to perform their obligation.

30. In view of the discussion made hereinabove, the instant writ petition succeeds.

31. The respondent no. 1, i.e.; the Secretary, Department of Agriculture (Marketing Department), Government of West Bengal is hereby directed to make allotment of a stall to the writ petitioner at Mathabhanga Regulated Market Complex on receipt of the balance consideration of Salami as has been mentioned in the note-sheet, a copy of which has been annexed at page no. 22 of the instant writ petition.

32. In the event no stall is available for allotment in favour of the writ petitioner at the said market, an alternative stall measuring about 16 ft. x 11 ft. (more or less) in the town of Mathabhanga, preferably in a market area be allotted to the writ petitioner.

33. The time limit for selection and allotment of the stall by the respondent no. 1 is four weeks from the date of communication of this judgement. After such selection and allotment the respondent

no. 1 shall communicate the same in writing to the writ petitioner or it may be communicated to him through email. The writ petitioner shall have to deposit the balance amount of Salami as referred to above within two weeks from the date of communication of the said letter/email and on payment of such balance sum of Salami, the possession of stall shall have to be given to the writ petitioner within two weeks from the date of communication of deposit of the balance Salami amount to the respondent no. 1.

34. The time limit as fixed by this Court hereinabove in mandatory and peremptory.

35. Liberty is given to the learned Advocate-on-Record for the writ petitioner to communicate the server copy of this judgment to the respondent no. 1.

36. The respondent no. 1 is directed to act on the server copy of this order.

37. With the aforementioned observation the instant writ petition being WPA 16803 of 2023 is disposed of.

38. Urgent Xerox certified copy of this order, if applied for, be given to the parties upon compliance of all necessary formalities.

(PARTHA SARATHI SEN, J.)

Suvayan Ghosh
A.R. (Court)