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20.08.2025
d.p.

**In The High Court At Calcutta
Constitutional Writ Jurisdiction
Appellate Side**

W.P.A 19161 of 2025

**Umar Hussain @ Md. Umar Hussain
-versus
The State of West Bengal & Ors.**

**Mr. Pintu Karar,
Mr. Sabb Uddin Laskar.
...For the Petitioners.**

**Mr. Somnath Ganguli, Ld. AGP,
Ms. Kalpita Paul.
... For the State.**

**Mr. Satyajit Talukdar,
Mr. Arindam Chatterjee.
...For KMDA.**

**Mr. Sandipan Banerjee,
Mr. Ankit Sureka.
...For HMC.**

1. The matter relates to e-quotation notice dated 14th July, 2025 floated by KMDA for allotment of stalls in the Howrah Fish Market.

2. The petitioner claims to be in possession of a stall in the Howrah Fish Market. The petitioner refers to a demand notice for allotment of stall no. 143 issued in his favour by the Executive Engineer, KMDA in March 2018.

3. The petitioner has annexed the money receipt dated 18th June, 2018 issued by KMDA on acceptance of rent for the stall for the period April 2010 to March 2018 and April 2018 to March 2019. Thereafter the petitioner did not pay any rent for the stall.

4. In 2022 the petitioner again forwarded a demand draft with a covering letter mentioning that rent was being paid for stall no. 144 for the years 2020 to 2022. The said demand draft was returned by the authority with the remark 'returned due to unavoidable circumstances'. The petitioner, thereafter, did not take any steps in the matter.

5. A notice was issued by KMDA on 19th May, 2025 notifying that the stall occupied by the petitioner was treated as un-allotted vacant stall and directed the occupier to vacate the same within seven days for KMDA to take possession thereof.

6. Learned advocate for the petitioner stresses on the fact that the stall was formally allotted to the petitioner and the same cannot be treated as un-allotted vacant stall. The petitioner is agreeable to pay arrear rent in respect of the subject stall.

7. Prayer has been made to direct the respondent authority to accept rent from the petitioner upon issuing proper receipt and not to give effect to the impugned e-quotation notice in respect of the stall occupied by the petitioner.

8. Learned advocate appearing on behalf of the respondent nos. 3, 4 and 5 (KMDA) opposes the prayer of the petitioner.

9. It has been submitted that the petitioner is illegally occupying the subject stall. It has also been submitted that stall no. 143 was allotted to the petitioner on absolutely temporary basis upon payment of rent. The allotment can be cancelled without assigning any reason thereof and the lessee was not entitled to receive any compensation for cancellation.

10. It has been submitted that after March 2019 the petitioner did not pay any rent for the stall. Rent which was sought to be tendered in the year 2022 was returned to the petitioner as the same was tendered mentioning a different stall number i.e.144 which was not allotted to the petitioner.

11. KMDA is losing revenue for a considerable period of time. KMDA has floated e-quotation notice by treating the stall of the petitioner to be an un-allotted vacant one.

12. I have heard the submissions made on behalf of all the parties. Upon perusal of the cause title of the writ petition, it appears that the respondent nos. 6 and 7 (Howrah Improvement Trust) have been impleaded in the writ petition but the petitioner does not have any grievance against the aforesaid respondents. The Howrah Improvement Trust does not have any independent existence as on date as the same merged with KMDA way back in the year 2023.

13. The respondent nos. 8 and 9 (Howrah Municipal Corporation) also does not have any role to play in the matter.

14. In the very first paragraph of the writ petition, it has been averred that the petitioner intends to ventilate his grievances against the West Bengal Board of Secondary Education by invoking the extraordinary constitutional jurisdiction under Article 226 of the Constitution of India.

15. The entire writ petition is regarding allotment of a stall in the Howrah Fish Market by the KMDA. Neither the West Bengal Board of Secondary Education, nor the Howrah Improvement Trust nor the Howrah Municipal Corporation is anyway related to the instant case.

16. It is an admitted fact that the petitioner has not paid rent in respect of the stall no. 143 allotted in his favour since March 2019. The initial allotment made in March 2018 clearly mentions that the stall was allotted on temporary basis and rent was to be paid regularly. The petitioner paid rent only for one year and thereafter stopped paying the same.

17. The petitioner has not been able to produce any document or provision of law which permits the petitioner to hold on to the stall allotted in his favour without payment of rent for more than six years.

18. Submission of the petitioner that no steps have been taken against him for removal cannot come to his aid as the petitioner does not appear to have approached this Court with clean hands. The petitioner does not have any legal right and/or authority to occupy a stall without payment of rent to the authority. The act of the petitioner in holding on to the stall without payment of rent is causing loss of revenue to the authority. One who acts contrary to law ought not to be granted the protection of law.

19. In view of the above, no relief can be granted to the petitioner seeking to hold on to the stall upon payment of rent.

20. The authority has floated an e-quotation notice for fresh allotment of stalls. It will be open for the petitioner to participate in the tender process.

21. The writ petition fails and is hereby dismissed.

22. Urgent photostat certified copy of this order, if applied for, be supplied to the parties upon compliance of all requisite formalities.

(Amrita Sinha, J.)