

24.11.2025
Ct. 3
Item No.
AD 31
Saswata

WPA 20219 of 2025
Avijit Sadhukhan
Versus
The State of West Bengal & Ors.

Mr. Rabi Sankar Chattopadhyay
Mr. Sayan Chattopadhyay
Ms. Suprava Jana
Ms. Manisa Saha

...For the petitioner

Mr. Supriyo Chattopadhyay, Ld. AGP
Mr. Debangshu Dinda

...For the respondent nos. 3 and 4

1. Affidavit of service filed on behalf of the petitioner is retained with the record.
2. Since, respondent nos. 3 and 4 are not represented, and since, Mr. Chattopadhyay learned Additional Government Pleader is present in Court, I direct the petitioner to serve a copy of the writ petition on Mr. Chattopadhyay for him to appear on their behalf in this matter.
3. The present writ petition has been filed, inter alia, praying for quashing the memo dated 7th August 2025. It is the petitioner's case that the respondent authorities had published a notice inviting tender dated 3rd March 2025 inviting applications for leasing out 5 shops for 31 years for business purpose at specified rent and premium. The petitioner participated in the said tender process and was declared the

highest bidder for one shop room in the auction held on 12th March 2025. Subsequently, by a letter of acceptance dated 25th March 2025 the petitioner was directed to make payment of full bid value with EMD and execute a formal contract with the respondent no. 4 within 7 days from the date of receipt of the letter of acceptance.

4. According to the petitioner, although the petitioner had made payment of the entire bid amount along with the earnest money deposit, however, the dispute arose in connection with execution of the lease agreement.
5. Mr. Chattopadhyay, learned advocate appearing for the petitioner by drawing attention of this Court to the terms and conditions as stipulated in the tender notice, has submitted that the only restriction in using the shop which forms part of the tender notice is that the petitioner shall not be permitted to keep any inflammable articles and that the petitioner shall not be permitted to carry out any business dealing with intoxicants. It is submitted that when the draft lease agreement was supplied, under the said agreement, in clause 9 an additional term was incorporated which provides that the petitioner

has accepted the property only for the purpose of carrying out business to be identified by the petitioner and that the petitioner shall not be permitted to carry out any other business. The aforesaid term of restricting the user of the shop for a particular purpose, goes beyond the tender conditions and it is for reasons as aforesaid, the aforesaid agreement could not be finalized.

6. Today, Mr. Chattopadhyay, learned Additional Government Pleader appearing for the respondent nos. 3 and 4 would submit that the disputes have been ironed out, the petitioner shall be permitted to get the lease deed executed on the conditions as appearing in the tender notice dated 3rd March 2025. It is submitted that the respondents are only interested to ensure that no inflammable articles are permitted to be stored in the shop room and the shop room should not be used for selling intoxicants. Save and except the above there are no other restrictions.
7. Having regard to the submission made by the Learned Additional Government Pleader, I am of the view that nothing survives in the instant writ petition and the same stands **disposed of** with a direction upon the respondent nos. 3

and 4 to execute the lease deed in favour of the petitioner in consonance with the tender terms.

8. The petitioner is directed to establish contact with the respondent nos. 3 and 4 along with a copy of the order at the earliest. It is expected that the entire process of execution of the lease deed shall be completed within 6 weeks from the date of communication of this order.
9. All parties shall act on the basis of the server copy of this order duly downloaded from this Court's official website.

(Raja Basu Chowdhury, J.)