

24.09.2025
Sl. No.2(DL)
Ct. No.42
srm

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

W.P.A. No. 21585 of 2025

Habibur Rahman & Ors.

Versus

State of West Bengal & Ors.

Mr. Sabyasachi Chatterjee,
Mr. Kiran Sk.,
Mr. Sayed Hossain,
Ms. Monalisa Sinha,
Mr. Tamiruddin Sk.

...for the Petitioners.

Mr. Vimal Kumar Shahi,
Ms. Munmun Tewary

...for the State.

1. Report of the Block Development Officer, Nowda Development Block and Executive Officer, Nowda Panchayat Samiti dated 19th September, 2025 filed by the State is taken on record.
2. By the present writ petition, the petitioners seek for setting aside of the resolution dated 14th June, 2024 of respondent no.6, Nowda Panchayat Samiti.
3. The petitioners contend that they were allotted shop rooms at Tridib Chowdhury Market Complex, Nowda, Murshidabad by way of a lease agreement entered between the Nowda Panchayat Samiti and the petitioners. As per the lease agreement, enhancement of the rent was supposed to be increased @ 5% in successive three years. The Executive Officer, Nowda Panchayat Samiti after the

meeting held on 14th June, 2024 issued a letter on 28th August, 2024 informing the petitioner of enhancement of rent to the tune of Rs.1,000/- per month. The said action of respondent authorities is arbitrary. Being aggrieved by such action of the Executive Officer, the petitioners have preferred the present writ petition.

4. Mr. Kiron Sk. learned Advocate for the petitioners submit that the enhancement of rent to Rs.1,000/- per month is *de hors* the clauses of the lease agreement. The petitioners have made a representation before the Executive Officer, Nowda Panchayat Samiti on 25th March, 2025 for considering the aspect of fixation of rent to be paid by the petitioners. However, the same has not been considered as yet. He seeks that matter be relegated to the Executive Officer, Nowda Panchayat Samiti to consider and decide the representation of the petitioners dated 25th March, 2025.

5. Mr. Vimal Kumar Shahi, learned Additional Government Pleader appearing through virtual mode for the State submits that a meeting was held with the petitioners as well as Nowda Panchayat Samiti, however, no consensus could be reached with regard to fixation of rate of rent.

6. As per lease agreement dated 16th April, 2013, the petitioners, i.e. lessees were required to pay enhanced rent @ 5% in successive three years along

with rent to the lessors. It is not in dispute that the amount of Rs.1,000/- per month directed to be paid by the lessees has not been calculated in terms of the lease agreement.

7. In view of the above, the letter of the Executive Officer, Nowda Panchayat Samiti dated 28th August, 2024 enhancing the rate of rent to Rs.1,000/- per month is set aside.
8. The respondent No.5, Executive Officer, Nowda Panchayat Samiti is directed to consider the representation of the petitioners dated 25th March, 2025 taking into consideration the clauses of the lease agreement dated 16th April, 2013 and pass a reasoned order after giving opportunity of hearing to all interested parties including the petitioners within a period of six weeks from date of communication of this order.
9. Reasoned order shall be communicated to the parties within a week thereof.
10. Learned advocate for the petitioners is directed to communicate this order to respondent No.5, Executive Officer, Nowda Panchayat Samiti, for necessary compliance.
11. With the aforesaid directions, the writ petition being **WPA 21585 of 2025** is disposed
12. Interim order, if any, stands vacated.
13. All connected applications, if any, stand disposed of.
14. There shall be no order as to costs.

15. All concerned parties shall act in terms of the copy of the order duly downloaded from the official website of this Court.
16. Urgent Photostat certified copy of the order, if applied for, be given to the parties on compliance of all necessary legal formalities.

(Bivas Pattanayak, J.)