

Sl.14
25.11.2025
Court No.19
BP

WPA 24849 of 2025

Jiwan Das Bajaj
-versus-
State of West Bengal & Ors.

Mr. Arindam Banerjee, Sr. Advocate
Mr. Debdut Mukherjee
Ms. Niranjana Ghosh
Ms. Jaita Ghosh
..for the petitioner

Mr. Lalit Mohan Mahata, Ld. Additional Government
Pleader
Ms. Ashima Das
..for the State

The order of the Land Manager, Bidhannagar dated
March 25, 2025 is under challenge in this writ petition.

Challenging the action of the State respondents in
determining the lease and taking over possession of the
plot being premises no. CK-186, Sector-II, Salt Lake City,
Kolkata 700064 allotted in favour of the petitioner, a writ
petition being WPA 21704 of 2019 was filed. The said writ
petition was disposed of by a Co-ordinate Bench by order
dated January 2, 2025 by setting aside the notice dated
September 10, 2007 of the Deputy Secretary, Urban
Development Department, Government of West Bengal
and the order of resumption of lease pursuant thereto, if
any, in respect of the said premises. By the said order the
Land Manager, Bidhannagar, Urban Development and
Municipal Affairs, Government of West Bengal was
directed to remove the sign board affixed on the property
demised to the petitioner forthwith upon communication

of the said order and further direction was passed upon the Land Manager to consider the representation made by the petitioner between November, 2016 and January, 2019 for extension of time period to complete the work of construction in the said plot and to dispose of the same within the time limit indicated in the said order after affording an opportunity of hearing to the petitioner and by passing a reasoned order. Pursuant to the directions contained in the order dated January 2, 2025 the Land Manager, Bidhannagar passed an order dated March 25, 2025 which is impugned in this writ petition. The further grievance of the petitioner is that the sign board affixed on the property of the petitioner has not been removed by the respondent authority till date in spite of a specific direction being passed by the Co-ordinate Bench in that regard.

Mr. Banerjee, learned senior advocate for the petitioner submits that the reasons assigned in the impugned order for rejecting the prayer of the petitioner is that the petitioner did not avail of the opportunity granted to the petitioner to remedy the breach by letter dated 10.09.2007 inspite of the fact that such notice was set aside by the co-ordinate bench by an order dated 02.01.2025.

He further submits that in view of the order dated January 2, 2025 the State respondents ought to have taken prompt steps for removal of the sign board from the

demised property and for failure of the part of the said respondents to comply with the directions contained in the order passed by the Co-ordinate Bench a direction for removal of the same should be passed by this Court.

Heard Mr. Mahata, learned Additional Government Pleader in reply to the submissions made by Mr. Banerjee. Mr. Mahata files a report of the Land Manager, Bidhannagar which is taken on record.

The notice dated September 10, 2007 determining the lease and for taking necessary action for re-entering into the possession of demised plot was under challenge in WPA 21704 of 2019. After going through the said order this Court finds that the Co-ordinate Bench after noting Clause 4 of the lease deed observed that it is manifest that the lessor shall not exercise the right to re-enter into possession of the demised land without serving the lessee a notice in writing within six months' time to remedy the breach. Upon noting the stand of the State in the affidavit in opposition filed in WPA 2174 of 2019 the Co-ordinate Bench recorded a factual finding that the requirement as per Clause 4 for the lessor to serve notice in writing to the lessee giving him time of six months to remedy the breach prior to exercise of right of re-entering into possession has not been duly complied with by the State respondents. In the backdrop of such factual finding the Co-ordinate Bench had set aside the notice dated September 10, 2007 and the order of resumption of lease pursuant thereto in

respect of the property demised in favour of the petitioner. The said order dated 2nd January, 2025 has attained finality as the same was not challenged by any of the party before a superior forum.

The Co-ordinate Bench, by the said order dated 2nd January, 2025, directed the Land Manager, Bidhannagar to consider the representation made by the petitioner between November, 16 and January, 2019 for extension of the time period to complete the work of construction on the demised plot. Though an opportunity of hearing appears to have been afforded to the petitioner pursuant to the order dated January 2, 2025 and an order has been passed on March 25, 2025 but after reading of the said order dated March 25, 2025 this Court finds that the only ground on which the representations of the petitioner between November, 2016 and January, 2019 was rejected is that the petitioner was given a last chance for six months in the year 2007 as per Clause 4 of the original lease deed in addition to one year extension in the year 1996. This Court is of the considered view that the Land Manager could not have arrived at a finding that a last chance of six months in the year 2007 was granted to the petitioner in terms of Clause 4 of the original lease deed as the Co-ordinate Bench in the order dated 2nd January, 2025 has specifically observed that there was no material produced by the State respondents to show that Clause 4 of the lease deed has been complied with and in the light

of such factual finding the notice dated 10th September, 2007 was set aside. Thus it was not open to the Land Manager to take the plea of non-compliance of the notice dated 10th September, 2007 as a ground for rejecting the prayer made by the petitioner in the representations between November 2016 and January, 2019. Apart from the aforesaid ground no other reasons appear to have been assigned for rejecting the prayer of the petitioner for extension of time to complete the construction.

For the reasons as aforesaid, this Court is inclined to interfere with the order of the Land Manager, Bidhannagar dated 25th March, 2025.

The other issue that arises for consideration is whether the State respondents have taken steps to remove the sign board affixed on the demised property even after being aware of the order passed by the Co-ordinate Bench on January 2, 2025.

Though Mr. Mahata, learned Additional Government Pleader raises an objection with regard to the maintainability of this writ petition for implementation of the order passed in an earlier writ petition as the petitioner can however file a contempt petition, but he submits that the order passed by the Co-ordinate Bench shall be complied with within the time limit that may be granted by this Court. Such submission of Mr. Mahata is placed on record.

On the prayer of Mr. Mahata, learned Additional Government Pleader, two weeks time is granted to the respondent authorities to remove the sign board affixed on the property demised in favour of the petitioner.

Accordingly, WPA 24849 of 2025 stands allowed.

The order of the Land Manager, Bidhannagar dated March 25, 2025 is set aside.

The Land Manager, Bidhannagar is directed to consider the representations of the petitioner between November, 2016 and January, 2019 praying for extension of time period to complete the construction work and to dispose of the same by passing a reasoned order after affording an opportunity of hearing to the petitioner or his authorized representative and the reasoned order shall be communicated to the petitioner immediately thereafter. The entire exercise shall be completed as expeditiously as possible but positively within a period of three weeks from the date of receipt of a server copy of this order.

There shall be, however, no order as to costs.

Urgent certified photocopy of this order, if applied for, be supplied to the parties expeditiously on compliance of usual legal formalities.

(Hiranmay Bhattacharyya, J.)