

**14 22.04.
2025**

**Ct. No.
07**

Ab

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

WPA 25400 of 2022

**Sri Chaitanya Goudya Seva Sram
Organization and another
Vs.
Indian Overseas Bank and others.**

Mr. Aditya Sen.

... for the petitioners.

**Mr. Chayan Gupta,
Mr. Kausik De,
Ms. Sangita Mishra,
Ms. Mohini Majumdar,
Mr. Raghav Munshi.**

... for the respondent no. 1.

By preferring this writ petition, the petitioner prays for a direction upon the respondent bank to release the outstanding rental dues in terms of the lease agreement dated 01.04.2021. The petitioner further prays for a direction upon the respondent to compensate the petitioner for the losses sustained by him and to consider the petitioner's representation dated 17.01.2022.

Mr. Sen, learned advocate appearing on behalf of the petitioner, submits that a carpet area measuring 10.08 sq. ft. on the first floor of a premises situated at Mouza – Rudrapara, District – Nadia, was leased by the petitioner to Indian Overseas Bank (hereinafter referred to as 'the Bank') for the purpose of operating an ATM counter.

He submits that the ATM counter was operated by the Bank for a period of three months. Thereafter operation of ATM counter was stopped and lease agreement was unilaterally terminated by the Bank. It is further contended that the Bank, having unilaterally terminated the lease, is liable to compensate the petitioner for the loss sustained.

He also submits that although the Bank has ceased operating the ATM counter from the tenanted premises, the

remnants of the ATM and other associated structures have not yet been removed.

Inviting attention to certain photographs annexed to the supplementary affidavit filed on behalf of the petitioner, Mr. Sen submits that the mobile tower installed by the Bank on the first floor of the premises continues to remain in place.

Mr. Chayan Gupta, learned Advocate appearing on behalf of respondent no. 1, submits that the dispute between the parties is purely civil in nature and involves disputed questions of fact. He argues that a writ court should not interfere in such matters. Furthermore, he submits that if any property or items still remain on the premises belonging to the petitioners, they will be duly removed.

Heard the learned Advocates appearing on behalf of the respective parties and perused the materials on record.

The record reveals that a lease agreement was entered into between the petitioners and the bank and a certain portion of a premises was leased out to the bank for a period of three years for operating a ATM Counter in exchange of payment of monthly rent.

A communication from the Branch Manager of the Indian Overseas Bank, Mayapur Branch, dated 10th January 2022, addressed to one Sanatan Das, a representative of the petitioners, indicates that the bank has terminated the lease agreement, citing its decision not to operate any ATM at the petitioners' premises. Subsequently, the petitioners submitted a representation to the concerned Branch Manager. However, despite receiving the representation, it remains unattended. This inaction has led the petitioners to approach this Court with this present writ petition.

The dispute arises from the lease agreement entered into between the parties. The issue of whether the unilateral termination of the lease by the bank entitles the petitioners to any compensation and/or damages is a purely civil matter, involving disputed questions of fact.

The petitioners are at liberty to approach the appropriate civil court for seeking their remedy. However,

since the bank has provided an undertaking to remove the remains of the ATM counter and the mobile tower from the petitioners' premises, it is expected that these actions will be taken shortly.

In such conspectus, the present writ petition is disposed of with a direction upon the concerned Bank to fix a date, in consultation with the petitioners, for the removal of the remnants of the ATM counter and the mobile tower from the petitioners' premises. The removal shall take place on the designated date in the presence of a representative of the petitioners.

The fact of such removal shall be formally documented in writing, and the said document shall be signed by both parties.

With these observations and order, the writ petition is thus, disposed of. However, there shall be no order as to the costs.

(Partha Sarathi Chatterjee, J.)