

Item No.- 12  
**28.03.2025**  
Rohan  
Court No. 28

**In the High Court at Calcutta  
Constitutional Writ Jurisdiction  
Appellate Side**

**WPA 26553 of 2024**

**Mahabbat Sekh @ Mohommad Sekh  
Versus  
The State of West Bengal & Ors.**

Mr. Argha Banerjee.  
... for the petitioner

Mr. Debjit Mukherjee.  
... for the W.B.S.E.D.C.L.

Mr. Sumit Kumar Panja,  
Mr. Sumit Ray.  
... for the W.B.S.E.T.C.L.

Mr. Pratik Majumder.  
... for the respondent Nos. 5 & 6

Mr. Sarvopriya Mukherjee,  
Mr. Varun Kothari,  
Mr. A. Agarwalla,  
Ms. S. Kundu.  
... for the respondent No. 9

1. When the matter was taken up on March 25, 2025, it was contended on behalf of the respondent Nos. 9, 10 and 11 that the writ petitioner was guilty of suppression of material facts and to buttress such contention, a copy of an agreement between the writ petitioner and the respondent No. 9 along with one of its directors as well as a copy of the statement on account of respondent No. 9 evincing a transfer of a sum of Rs. 2,00,000/- (Rupees Two Lakh) in favour of the writ petitioner was produced before the Court. On the prayer of Mr. Argha Banerjee, the learned advocate appearing for the petitioner, the matter was adjourned

in order to enable him to seek instructions from his client.

2. Today, when the matter is taken up, Mr. Banerjee submits that the agreement that has been produced in Court cannot be relied on inasmuch as the same does not contain any signature on the part of the respondent No. 9 or of any official of the respondent No. 9. Insofar as the statement of account evincing transfer of a sum of Rs. 2,00,000/- (Rupees Two Lakh) from the account of the respondent No. 9 to the account of the writ petitioner is concerned, Mr. Banerjee is unable to refute the contention of respondent No. 9 that such sum was indeed paid by the respondent No. 9 to the writ petitioner in consideration of the writ petitioner allowing the respondent No. 9 to set up a tower on the writ petitioner's land. Mr. Banerjee, submits on instruction, today that there was a tacit understanding between his client and respondent No. 9 on the basis of which, his client was entitled to receive a sum of Rs. 20,00,000/- (Rupees Twenty Lakh) as compensation towards the writ petitioner allowing the respondent No. 9 to erect the tower in question on the writ petitioner's land and that the sum of Rs. 2,00,000/- (Rupees Two Lakh) said to have been paid by the respondent No. 9 to the writ petitioner was paid only in part payment thereof.
3. Unfortunately, even this is not the case run in the writ petition. The writ petition is absolutely silent about any penny having been received by the writ petitioner from the respondent No. 9. Without any pleading to the effect in the writ petition that the petitioner has been paid lesser amount than agreed between the parties, the case tried to be set up by Mr. Banerjee at the bar cannot be believed by the Court. In any event, such

case cannot be decided by a Writ Court and not at all in the wake of suppression.

4. The writ petition is, therefore, liable to be dismissed on the ground of suppression alone.
5. It is seen that the petitioner has also prayed for compensation. If the writ petitioner is aggrieved by the insufficiency of compensation paid to him by the respondent authority, the writ petitioner's remedy is not before the writ Court. The provisions of Indian Telegraph Act, 1885 read with Electricity Act, 2003 provide adequate remedy in this regard.
6. The writ petition, therefore, merits dismissal.
7. Learned advocate appearing for the respondent Nos. 2, 4, 5 and 6 submit that the said respondents have nothing to do in the matter. Copies of the instructions handed over to the Court by Mr. Mukherjee, learned Advocate appearing for the respondent No. 2 and by Mr. Pratik Majumder, appearing for the respondent Nos. 5 and 6, are taken on record.
8. In view of the aforesaid, the writ petition being **WPA 26553 of 2024** is **dismissed**.

**(Om Narayan Rai, J.)**