

**IN THE HIGH COURT OF JUDICATURE AT CALCUTTA
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE**

HEARD ON: 19.03.2025

DELIVERED ON: 19.03.2025

**CORAM:
THE HON'BLE CHIEF JUSTICE T.S. SIVAGNANAM
AND
THE HON'BLE JUSTICE CHAITALI CHATTERJEE (DAS)**

**F.M.A. 57 of 2025
With
I.A. No. CAN 1 of 2024
Punjab National Bank & Ors.
Vs.
Pradip Dhar**

Appearance:-

**Mr. Abhishek Banerjee
Ms. Parna Roy Choudhury**

.....For the Appellants

**Mr. Ashim Kr. Routh
Ms. Ananya Mondal
Mr. Subhayan Barik**

.....For the Respondent/Writ Petitioner

(Judgment of the Court was delivered by T.S. SIVAGNANAM, C.J.)

1. This intra-Court appeal filed by the Punjab National Bank (Erstwhile United Bank of India) is directed against the order dated August 29, 2024 passed in W.P.A. 13468 of 2019. The admitted facts are: the appellants/Bank entered into a lease agreement with one, Arun Kumar Ghosh in respect of the subject premises, which the appellants/Bank took on lease and entered into a lease agreement.
2. The terms and conditions of the lease agreement were reduced into writing and the rent payable by the appellants/Bank was also clearly set out in the

lease agreement and there appears to be an increment once in every three years. The terms and conditions of the lease deed and the rents payable have been mentioned in paragraph 21 of the writ petition, which was never controverted by the appellants/Bank. The original lessor passed away and there appears to have been certain internal civil disputes between the legal heirs as to who would succeed to the ownership of the property and this ultimately got resolved pursuant to an order passed by this Court in G.A. No.3311 of 2017, G.A. No.65 of 2017, P.L.A. 88 of 2015, E.O.P.L.A. 2 of 2017. After obtaining the certified copy of the said order by which Mr. Pradip Dhar became entitled to the property and representation was sent by said Pradip Dhar, the writ petitioner on March 13, 2018 requested for payment of the arrears of rent and also the property tax and other charges, which were payable by the appellants/Bank, who had taken the property on lease in terms of the lease agreement. The details were furnished in the said representation. The appellants/Bank sent a reply through their learned advocate dated October 31, 2018 expressing their willingness to pay the rent for the period commencing from November 9, 2017 to August 27, 2018. It needs to be pointed out that the end date i.e. August 27, 2018 has not been disputed and to that extent, the learned Single Judge has also confined the payment up to August 27, 2018.

3. The issues now raised by the appellants/Bank are basically two folds. Firstly stating that the writ petition is not maintainable as disputed questions of fact are involved. Secondly, the computation of the arrears of rent and other charges payable is incorrect.
4. So far as the first issue regarding the maintainability of the writ petition, we find that the learned Single Bench has exhaustively dealt with the said

issue, referred to various decisions of the Hon'ble Supreme Court and held that the appellants/Bank, which are carrying on business for the benefit of public at large has utilized the premises for the sole purpose of the same and utilization of the said premises for public function and purpose is undeniable. Further, it was held that performance of obligations in respect of the property by the appellants is unavoidable and mandatory as per the constitutional scheme and, therefore, there is an obligation on the appellants/Bank to adhere to the constitutional standards in its functionality, which is inescapable.

5. Furthermore, the learned Single Bench rightly noted that the appellants/Bank should act fairly, equitably and discharge their function without any tinge of arbitrariness, more particularly, when the execution of the lease deed is not denied nor the usage of the property by the appellants/Bank for banking business till it was handed over to the writ petitioner on August 27, 2018 is also not in dispute.
6. Thus, considering the peculiar facts and circumstances of the case and the admitted factual position, the learned Writ Court held that refusal to pay the rent for the period during which the appellants/Bank held the premises is arbitrary and, therefore, the writ petition was held to be maintainable. We fully subscribed to the conclusion arrived at by the learned Single Bench in this regard.
7. The second issue raised by the appellants/Bank is with regard to the quantum. As mentioned above in paragraph 21 of the writ petition, the rent payable has been clearly set out, which shows that once in every three years, there is a marginal increase in rent, which was fixed on square feet basis. This aspect has not been denied.

8. In such circumstances, there cannot be any dispute regarding the question of fact, which would prohibit or prevent the learned Writ Court from adjudicating the claim made by the writ petitioner. In such factual situation, the learned Single Bench rightly took note of the terms and conditions of lease and held that the appellants/bank are required to pay the lease rent in terms of the lease deed dated December 13, 2011 from January, 2015 till August, 27, 2018 and the amount was also quantified.
9. Furthermore, the amounts payable towards corporation tax and other charges in terms of the lease deed were also held to be payable for the period from July, 2014 to August, 2018 and the amount was also quantified.
10. Thus, we find that the case on hand was a very peculiar case on facts much of which remained undisputed and therefore, the appellants/Bank cannot wriggle out of their liability in paying the rent to the lessor/owner of the property that too in terms of the terms and conditions of the lease deed. In fact, the appellants/Bank attempted to argue that the lease deed is an unstamped and unregistered document and, therefore, cannot be relied on. This aspect was also considered by the learned Single Bench and rightly rejected. It will not be open to the appellants/Bank to contend that the lease deed is an invalid document when they have acted upon the said document from the year 2011.
11. Thus, we find that the order and direction issued by the learned Single Bench does not call for any interference.
12. Accordingly, the appeal fails and the same is dismissed. The order and direction issued by the learned Single Bench shall be complied with within

a period of four weeks from the date of receipt of server copy of this judgment and order.

13. No costs.
14. Urgent photostat certified copy of this order, if applied for, be furnished to the parties expeditiously upon compliance of all legal formalities.

(T.S. SIVAGNANAM)
CHIEF JUSTICE

I agree.

(CHAITALI CHATTERJEE (DAS), J.)