

Item No.- 28
12.03.2025
Rohan
Court No. 2

**IN THE HIGH COURT AT CALCUTTA
Circuit Bench at Jalpaiguri**

WPA 567 of 2025

**Goutam Dutta
Versus
The State of West Bengal & Ors.**

**Mr. Kunaljit Bhattacharjee,
Mr. Deepaloc Roy,
Mr. Sayan Sinha.**

... for the petitioner

Mr. Joyjit Choudhury, Ld. AAG.

... for the State

1. Affidavit-of-service filed on behalf of the petitioner is taken on record.
2. Learned counsel appearing on behalf of the petitioner submits as follows. The petitioner was granted permission to run a restaurant as per lease agreement for maintenance and operation of the same dated 10th January, 2027. The agreement was thereafter renewed on 9th of November, 2020 for a period of 10 years. In the said agreement, there was a clause that either of the parties can terminate the agreement by giving three months' notice to the other side. However, by letter dated 24th February, 2025, the Executive Officer of the Matiali Panchayat Samiti, issued a letter of cancellation of the agreement granted in favour of the petitioner with a 15 days notice. There, other things were alleged that the petitioner had caused structural changes in the establishment and had been unauthorizedly selling and allowing consumption of liquor at the establishment, among other things. If such

allegations are made, the matter needs to be adjudicated because the petitioner denies such allegations.

3. Learned Additional Advocate General appearing on behalf of the State denies the allegations and submits as follows. A period of one month had already elapsed since the notice of termination was given. Even if one does not directly go by the allegations contained in the notice, such notice can fairly be given if it is for three months for termination of the agreement. Let the notice be treated only as a termination notice as per agreement.
4. In view of the above, let the notice issued by the Executive Officer of the Matiali Panchayat Samiti on 24th February, 2025 be treated as a notice given in terms of clause 11 of the agreement and it shall be treated to be a notice for three months instead of fifteen days.
5. The notice will be treated as a simple termination notice in terms of such clause without containing the imputations as made therein.
6. Therefore, no further order needs to be passed in this regard.
7. With these observations, the writ petition being WPA 567 of 2025 is disposed of.
8. Urgent Photostat certified copy of this order, if applied for, be given to the parties upon compliance with all requisite formalities.

(Jay Sengupta, J.)