

OD-5

ORDER SHEET
WPO No.433 of 2025
IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
ORIGINAL SIDE

CHETNA MERCANTILE PRIVATE LIMITED & ANR.
-VS-
PUNJAB NATIONAL BANK & ORS.

BEFORE:
The Hon'ble JUSTICE AMRITA SINHA
Date : 20th June, 2025.

Appearance:

Mr. Shuvasish Sengupta, Adv.
Mrs. Subhra Das, Adv.
Mr. Abhrajit Roy Chowdhury, Adv.
.... for the petitioners.

Mr. Dipankar Das, Adv.
...for the Respondent/PNB.

1. The petitioner is the landlord of the Punjab National Bank. For the purpose of renewal of lease agreement, certain discussion took place between the lessor and lessee. Thereafter, the lessee did not proceed further. A representation has been made by the petitioner before the bank and prayer has been made to direct the bank to consider the same.
2. Specific stand of the petitioner, the lessor, is that the bank is forcibly holding over the leased property despite expiry of the lease period.
3. Learned advocate representing the bank raises a preliminary objection with regard to the maintainability of the writ petition.
4. It has been submitted that there is a contract between the lessor and the lessee and the writ Court ought not to enter into and pass any direction upon the parties to the contract.
5. I have heard the submissions made on behalf of both the parties.

6. Admittedly, the status of the bank in the present writ petition is of a lessee. The terms and conditions of the lease is an absolutely private affair between the parties. There is no public element involved in the same. If the lessor is aggrieved by any act of the lessee, then the lessor ought to approach the competent forum for relief.
7. Dispute between a lessor and a lessee relating to the lease cannot and ought not to be decided by the writ court despite any of the parties to the deed being a 'State' under Article 12 of the Constitution.
8. The writ petition, in the aforesaid facts and circumstances, would not be maintainable.
9. The writ petition fails and is hereby dismissed.
10. Urgent photostat certified copy of this order, if applied for, be supplied to the parties, upon compliance of all legal formalities.

(AMRITA SINHA, J.)