

S/L 17
05.02.2026
Court. No. 25
suvayan

WPA 264 of 2026

Ex NK Mozammel Hoque @ Mozammel Hoque
Vs.
The Union of India & Ors.

Mr. Timir Baran Saha

...for the petitioner.

Mr. Pradip Kr. Das
Mr. S. Majumdar

...for U.O.I.

1. The petitioner has filed the present writ application challenging the impugned order dated December 6, 2025 wherein the request of the petitioner for re-allotment of the Shop No. 06, Comd Hosp (EC) Complex, Kolkata on January 11, 2026 is rejected.
2. Learned counsel for the petitioner submits that as per the lease agreement entered between the petitioner and the respondents, the tenancy period was up till the January 10, 2026 but during the continuation of the tenancy period, the respondents/authorities have issued the notice for eviction and accordingly, the petitioner has challenged the said notice before this Court in a writ proceeding being WPA 15820 of 2025.
3. This Court by an order dated November 13, 2025 disposed of the writ application by passing the said order:

“13. This Court finds that the petitioner has enjoyed the shop allotted to the petitioner for more than 13 years and as per the guidelines, the period of allotment shall be five years with the cooling period of three years break.

14. Considering the above, this Court finds that the offer made by the respondents that the petitioner shall continue with the premises in question till January 10, 2026 and thereafter the petitioner shall vacate the premises is a good offer. Thus, this Court accepted the offer made by the respondents and the petitioner is directed to vacate the premises on January 11, 2026. If the petitioner intends to continue with the premises, the petitioner can make a representation to the authorities within two weeks from the date and if any representation is made by the petitioner, authorities shall consider in terms of Clause 6 of the agreement within a period of three weeks on receipt of the representation of the petitioner and to pass a reasoned and speaking order.

15. WPA 15820 of 2025 is disposed of.”

4. The petitioner in terms of the leave granted by this Court has made a representation for consideration of the case for extension of the lease period but the authorities have rejected the request on the ground that the license period/allotment shall be subject to five years with the cooling period of three years and there is no provision for extension of time period beyond the five years in the policy.
5. Learned counsel for the petitioner submits that there is a clause in the agreement itself for renewal but the authorities have not considered the same and have rejected the request of the petitioner. The specific case of the authority is that the reservation of shops for allotment; 100% reservation for war widows/widows of defence personnel killed while on duty/disabled soldier/ex-serviceman and spouses/widows of ex-

serviceman etc. shall be followed for allotment of regimental shops in various formations/ establishments/ units. He further submits that the period of allotment/licence shall be subject to five years with a three years cooling of break period. It is found from the record that the initial allotment was made in favour of the petitioner in the year 2012 and since then the petitioner is in occupation of the said premises.

6. Thus, this Court finds that the authorities have acted in accordance with the guidelines as the petitioner was in occupation of the premises-in-question more than five years. The petitioner has also relied upon the e-money receipt and submits that the respondents have accepted the payment of rent of the premises from the July, 2025 to March, 2026 but the authorities have not considered the same.
7. This Court failed to appreciate that on the previous occasion when the petitioner has filed the writ application being WPA 15820 of 2025 the petitioner has not brought to the said e-money receipt and has not taken any plea that the petitioner has paid the monthly rent till the month of March, 2026. It was the specific case of the petitioner that as per the agreement the tenancy period is upto January 10, 2026 but the authorities have issued the notice of eviction prior to January 10, 2026. This Court also finds that this payment has been made by the petition on October 26, 2025 on online payment. At that point of time, the tenancy period of the petitioner was in existence and

thus the authorities might have inadvertently accepted the monthly rent till March, 2026 instead of January 10, 2026.

8. This Court did not find any merit on the submissions that the petitioner has paid the monthly rent till the month of March, 2026 though in the order dated November 13, 2025 this Court accepted the offer of the respondents that the petitioner shall continue with premises till January 10, 2026 and thereafter the petitioner shall vacate the premises.
9. Considering the above, this Court did not find any merit in the present writ application.
10. WPA 264 of 2026 is dismissed.
11. However, there shall be no order as to costs.
12. Urgent Xerox certified copy of this order, if applied for, be given to the parties upon compliance of all necessary formalities.

(Krishna Rao, J.)