

Item No.1
30.03.2026
Court. No. 12
GB

MAT 294 of 2026
With
CAN 1 of 2026

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

Mr. Timir Baran Saha

...for the Appellant.

*Mr. Pradip Kumar Das,
Mr. Subit Majumdar*

...for the Respondents.

1. The appellant is aggrieved by an order dated February 5, 2026, passed by a learned Single Judge in WPA 264 of 2026.
2. By the order impugned, the learned court dismissed the writ petition, inter alia, holding that, in the earlier round of litigation the appellant had offered before the learned Judge that he would continue to run the shop room from the concerned premises up to January 10, 2026, that is, up to the last date of the leave and licence as per the agreement entered into between the appellant and the Station Commander, Military Station, Kolkata Headquarter Bengal Sub-Area dated February 11, 2025.
3. Learned advocate for the appellant submits that, in the first round of litigation the High Court had reserved a right to the appellant to pray for renewal of the leave and licence but, the authority did not consider such representation and affixed a padlock

on the shop room on January 12, 2026. It is further submitted that licence fees for the period from January to March, 2026 had been deposited in favour of the licensor and as such, by accepting such fees the licensor had waived the notice of eviction and extended the leave and licence in respect of the shop room.

4. Learned advocate for the respondents submits that by order dated November 13, 2025 passed in WPA 15820 of 2025, His Lordship had directed the appellant to vacate the premises on January 11, 2026. The said order was not challenged by the appellant. The appellant was permitted to make a representation to the authorities for consideration of the prayer for renewal in terms of Clause 6 of the leave and licence agreement but, the authority decided not to renew the leave and licence. It is further submitted that the licence fees was voluntarily sent by e-payment, and the amount was refunded. The voluntary payment of the licence fees would not amount to waiver of the notice of eviction. The licence fees were not accepted by the respondents and accordingly refunded. It is further submitted that the leave and licence in respect of the shop room was for a period of 11 months from the date of commencement, as mentioned in the agreement. The licensor reserved the right to renew

the same for a further period of 11 months twice, upon increase of the licence fees. The option of renewal of the leave and licence was reserved to the licensor and as such, the appellant did not have a right under the said agreement to have his leave and licence renewed for a further term.

5. We find from the leave and licence agreement that the agreement was in force for 11 months from the date of commencement and the renewal could be made twice for a further period of 11 months, up to a maximum period of balance months, at the discretion of the management, on agreed terms and conditions and the rent and rebate shall be increased by 10% or more, on every extension in case the agreement was renewed for additional period. His Lordship found that the appellant was enjoying the shop room as an ex serviceman since 2012. The guidelines of the respondents dated February 7, 2018 was considered, which provided as follows:-

“(a) Para 8 – Reservation of Shops for Allotment 100% reservation for war widows/widows of defence personnel killed while on duty/disable soldier/ex-serviceman and souses/widows of ex-serviceman etc shall be followed for allotment of regimental shops in various formations/establishments/units.

(b) Para 9 – Period of Allotment/Licence. Licence period/allotment shall be subject to five

years with a three years cooling off/break period.”

6. The guidelines provided for reservation as mentioned in paragraph 8 thereof. As per paragraph 9 the licence period was for a period of 5 years with a 3 years cooling off/break period. In the present case, the shop was allotted in 2012 and the appellant continued to enjoy the shop until February 10, 2025, much beyond the period of 5 years. On February 11, 2025 a leave and licence agreement was entered into, which expired on January 11, 2026. Thus, His Lordship was of the opinion that the appellant had enjoyed shop for more than 13 years although, the period of initial allotment was for 5 years.
7. Under such circumstances, the learned court rightly held that the appellant did not have any further right to continue with the shop on the strength of the leave and licence agreement. We do not find any violation of the guidelines by the respondents. In a writ proceeding, the court cannot go beyond adjudication of the procedure followed by the respondents in requiring the appellant to vacate the shop room. The scope of interference in these contractual matters by a writ court, is limited. The learned court rightly exercised jurisdiction and held that there was nothing on record to show that the respondents had either violated the guidelines or

had committed breach of any of the provisions of the leave and licence agreement. Moreover, it was the appellant's own admission that the appellant would vacate the shop by January 11, 2026. The authority had the option not to renew the leave and licence any further. The appellant was continuing in possession for more than 13 years.

8. Under such circumstances, the order impugned does not call for any interference. However, we permit the appellant to remove his articles from the shop room upon the respondents breaking open the lock and permitting the appellant to make an inventory and remove his articles. With regard to the contention of the appellant that, as the padlock was affixed on the shop room, loss of business for a period of 3 months had been suffered, we permit the appellant to proceed against the respondents before the appropriate civil court for necessary relief which shall be adjudicated strictly in accordance with law.
9. Accordingly, the appeal and the connected application are disposed of.
10. Parties are directed to act on the basis of the server copy of this order.

(Shampa Sarkar, J.)

(Ajay Kumar Gupta, J.)