

Form No. J(2)

In the High Court at Calcutta
Constitutional Writ Jurisdiction
Appellate Side

Present: The Hon'ble Justice Sabyasachi Bhattacharyya
And
The Hon'ble Justice Supratim Bhattacharya

W.P.L.R.T. 72 of 2026

Chittaranjan Sinha
Vs.
The State of West Bengal and others

For the petitioner	:	Mr. Mrinal Kanti Ghosh, Adv.
Heard on	:	30.06.2026
Judgment on	:	30.06.2026

Sabyasachi Bhattacharyya, J.:-

1. Despite service, none appears for the respondents. Hence the writ petition is taken up for hearing *ex parte*.
2. The present writ petition assails a judgment of the West Bengal Land Reforms and Tenancy Tribunal whereby the Tribunal has affirmed a decision of the Appellate Authority under the West Bengal Restoration of Alienated Land Act, 1973 (hereafter referred to as "the 1973 Act").

- 3.** The Special Officer under the 1973 Act initially adjudicated an application made by the private respondents under Section 4 of the 1973 Act, for effecting restoration of land alienated purportedly under the circumstance that the transfer in favour of the writ petitioner, made by the mother of the then minor private respondents on their behalf in the year 1974, was due to the vendor being in need of money for the maintenance of himself and her family or for meeting the cost for cultivation.
- 4.** The short backdrop of the case is that initially the proforma respondent effected a transfer of the subject property in favour of the private respondents through their guardian/mother, in view of the private respondents being minors at that juncture.
- 5.** Thereafter, the mother of the private respondents, on behalf of the then minor private respondents, transferred the property in favour of the petitioner on February 15, 1974, simultaneously with which an agreement of re-conveyance was executed by the petitioner on condition that the consideration amount spent for the transfer was repaid to the petitioner. However, since no such repayment came forth, no occasion arose of re-conveying the property to the petitioner.

6. Subsequently, the father of the private respondents, still then minors, filed an application as guardian on their behalf under Section 4 of the 1973 Act in the year 1983, which was dismissed since under the said provision, the original transferor had to file the application whereas father was not the original transferor.
7. Subsequently, in order to cure such defect, the mother of the private respondents filed an application under Section 4 on behalf of the said minor private respondents.
8. Subsequently, the private respondents attained majority and conducted the matter themselves.
9. Such application was dismissed by the Special Officer in view of the transfer deed-in-question containing a clause that the transfer was being effected for the purpose of purchasing a different land and not for maintenance of the transferor or her family.
10. However, such findings and decisions of the Special Officer was reversed by the Appellate Authority, which was affirmed by the Tribunal, on the ground that the agreement of re-conveyance itself indicated that the transfer was effected since the transferor was in need of money for the maintenance of herself and her family, as contemplated in Section 4(1)(a) of the 1973 Act.

- 11.** Learned counsel for the petitioner takes the court through the contents of the transfer deed as well as the re-conveyance agreement and argues that the execution of the re-conveyance agreement does not, in any manner, dilute the fact that it was enumerated in the transfer deed itself that the same was being effected for the purpose of purchasing a different land and not to meet the maintenance requirements of the transferor and her family.
- 12.** Upon a careful consideration of the two deeds, we find that the re-conveyance agreement merely stipulates that since the transferor was desirous of buying back the property, which was the subject-matter of the impugned transfer deed, the parties entered into such re-conveyance agreement, as per which if the consideration amount was returned by the transferor, the writ petitioner would execute a re-conveyance deed.
- 13.** However, *per se*, the re-conveyance agreement does not prove either way, as to whether the initial transfer was for the purpose of meeting the maintenance requirements of the family or for purchasing a different property. Rather, the re-conveyance agreement evidenced the intention of the transferor to keep her option open to return the consideration amount in future, which

would tilt more towards the presumption that such return would materialize if the purchase of a different property did not go through than if the consideration money was utilized for the maintenance of the transferor and her family.

- 14.** Hence, the re-conveyance agreement, by itself, is not germane to decide whether the provisions of Section 4(1)(a) of the 1973 Act were satisfied in respect of the sale-in-question.
- 15.** On the other hand, there is sufficient indication in the terms of the impugned transfer deed itself to the effect that the same was not covered by Section 4(1)(a).
- 16.** In the narrative of the said deed, the transferor categorically mentioned that the said transaction was being entered into for the purpose of purchasing a submerged agricultural land (jal-jami) for the benefit of the then minor private respondents, who were the owners of the property.
- 17.** There is a gulf of difference between the two purposes of transfer - purchasing a different property and meeting the maintenance requirements of the transferor's family.
- 18.** Hence, from the terms of the transfer deed itself, it is evident that the parameters of Section 4(1)(a) of the 1973 Act were not satisfied.

- 19.** As per the said provision, a direction for effecting restoration of land shall only be passed if the transfer was made after the expiry of the year 1967, the transferor being in need of money for the maintenance of himself and his family or for meeting the cost of his cultivation, neither of which conditions are satisfied in the present case.
- 20.** Hence, the order of the Special Officer was erroneously reversed by the Appellate Authority.
- 21.** The learned Tribunal, while affirming the findings of the Appellate Authority, proceeded on the premise that it was not sitting in appeal over the Appellate Authority's order but was merely to see whether there was any procedural error.
- 22.** However, the learned Tribunal would be well within its jurisdiction to examine as to whether there was any patent or inherent lack of jurisdiction involved.
- 23.** The decision of the Appellate Authority is vitiated by patent jurisdictional error since, in view of the above observations, the provisions of the 1973 Act, in particular Section 4(1)(a) thereof, are not applicable to the impugned transaction at all, thereby denuding the authorities from the power to pass any direction for effecting restoration of land under the said provision.

- 24.** Hence, the learned Tribunal refused to exercise jurisdiction vested in it by law in affirming the findings and decision of the Appellate Authority and reversing that of the Special Officer.
- 25.** In such view of the matter, WPLRT 72 of 2026 is allowed on contest, thereby setting aside the impugned judgment dated February 20, 2026 passed by the Second Bench, West Bengal Land Reforms and Tenancy Tribunal in T.A. No. 3881 of 2005 (LRTT) as well as the decision dated May 12, 1999 passed by the Sub-Divisional Land and Land Reforms Officer, Kanthi (now Purba Medinipur) in Appeal Case No.16 of 1993 under the 1973 Act and restoring the order of the Special Officer passed in R.A.L Case No.647(H) of 1983.
- 26.** There will be no order as to costs.
- 27.** Urgent certified copies of this order, if applied for, be given to the parties upon compliance of all requisite formalities.

(Sabyasachi Bhattacharyya, J.)

I agree.

(Supratim Bhattacharya, J.)

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