

**IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE**

BEFORE:

THE HON'BLE JUSTICE HIRANMAY BHATTACHARYYA

WPA 11871 of 2026

Anshu Dhelia & Anr.

-versus-

The State of West Bengal and Others

For the Petitioners	: Mr. Sourav Sen Mr. Sudip Patra Mr. P. Prakash Ms. Shruti Jain Mr. Sourab Singh Md. Saifullah Khalid
For the WBHIDCO	: Mr. Chayan Gupta Mr. Saaqib Siddiqui Mr. Uday Sharma
For the State :	: Mr. Nilanjan Bhattacharjee, Sr. Standing Counsel : Ms. Jayita Dhar Chakraborty
Heard on	: 17.06.2026
Judgment on	: 17.06.2026

Hiranmay Bhattacharyya, J.:-

1. The petitioners have challenged the decision of cancellation of the offer of allotment vide letter dated February 5, 2013. The predecessor-in-interest of the petitioners applied on June 15, 2000 for allotment of HIG residential plot in New Town and deposited a sum of Rs. 1,43,466/- towards the first installment. The formal offer of allotment for the plot in question was issued on August 5, 2002. The respondent authority issued a notice dated 5th February, 2013 informing the petitioner that the offer of allotment of the plot in question stood cancelled. In the meantime the predecessor-in-interest of the petitioners passed away and pursuant to a representation made by the petitioners, a letter was issued by the General Manager (Marketing), HIDCO dated 6th March, 2025 requesting the petitioners to take refund of a sum of Rs. 6,11,522/- deposited by the petitioners towards 2nd to 4th installment including D.P.C. The petitioners were also requested to submit a cancelled cheque and copy of the PAN to enable the authority to initiate the refund procedure.
2. The petitioners have approached this Court challenging the decision of the authorities of WBHIDCO cancelling the allotment and for issuance of a mandamus directing the respondent authorities to execute and register the sale deed in favour of the petitioners in respect of the plot in question and to deliver peaceful, vacant and physical possession of the said plot.

3. Mr. Gupta, learned advocate appearing for the respondent authority raised an objection as to the maintainability of this writ petition on the ground of inordinate delay and laches. He contends that the petitioners are seeking a relief in the nature of specific performance of a contract. He submits that the offer of allotment stood cancelled vide notice dated 5th February, 2013 and the petitioners have approached this Court by filing this writ petition only in the month of May, 2026. He placed reliance upon a decision of the Hon'ble Supreme Court in the case of Surjeet Singh Sahni Vs. State of Uttar Pradesh and others reported at (2022) 15 SCC 536 in support of his contention that if the relief in the form of specific performance of contract is barred, no writ under Article 226 of the Constitution of India shall be maintainable and/or entertainable for specific performance of contract.
4. The learned advocate appearing for the petitioners submits that issuance of the letter dated 6th March, 2025 gave rise to a fresh cause of action and the petitioners have approached this Court immediately thereafter. He submits that the original allottee left for heavenly abode and for such reason there were some delay in approaching this Court. He further submits that the respondent authorities could not have cancelled the allotment even after accepting the installment amounts together with penal interest.
5. Heard the learned advocates for the respective parties and perused the materials placed.

6. It is not in dispute that the letter dated 5th February, 2013 was duly served upon the allottee as would be evident from page 46 of the writ petition. After going through the letter dated 5th February, 2013 this Court finds that it has been specifically stated therein that the offer of allotment of the plot in question which was issued vide letter dated 5th August, 2002 stood cancelled and the allottee was intimated that the amount which the allottee had deposited for 2nd to 4th installment including the D.P.C. shall be refunded and the petitioners were requested to contact the Accounts section of the office for taking refund of the said amount. The said letter further indicates that the records maintained by the office of the HIDCO reflects that the allottee had withdrawn the application money of Rs. 1,43,466/- on 22nd September, 2000 deposited against the application submitted by the allottee and such withdrawal was made before the issue of the letter of offer of allotment of the plot in question.
7. The learned advocate appearing for the petitioners would vehemently contend that the original allottee had not withdrawn the application money.
8. Be that as it may, the decision for cancellation of the offer of allotment was communicated to the allottee vide letter dated 5th February, 2013. By the letter dated 6th March, 2025 issued by the General Manager (Marketing) HIDCO the petitioners were informed through his learned advocate to take refund of the amount which was deposited by the petitioners towards 2nd to 5th installment including D.P.C. The decision to

refund was already taken much earlier as would be evident from the letter dated 05.02.2013.

9. The said letter is only a reminder letter to the earlier letter dated 5th February, 2013 requesting the allottee to contact the accounts section for taking refund of the said amount.
10. The allottee and/or his heirs did not approach the authorities of the WBHIDCO immediately after receiving the letter dated 5th February, 2013 for taking refund of the amount on account of 2nd to 4th installment. This Court, therefore, holds that the subsequent letter issued by the authorities of HIDCO dated 6th May, 2025 did not give rise to a fresh cause of action. That apart the original allottee sat tight even after receiving the letter cancelling the allotment and the writ petition has been filed by the heirs of the original allottee sometimes in the month of May, 2026.
11. After going through the averments made in the writ petition and the reliefs claimed therein, to the mind of this Court, the petitioners have sought for relief in the nature of specific performance of contract. The writ petition has been filed more than thirteen years after the communication of the decision of cancellation of the allotment. At this stage it would be relevant to take note of the observations made by the Hon'ble Supreme Court in paragraph 9 of Surjeet Singh Sahni (supra) wherein it has been held that no writ under Article 226 of the Constitution of India shall be maintainable and/or entertainable for specific performance of a contract at

a point of time when the suit for specific performance would have been barred by limitation.

12. Paragraph 9 of the said decision is extracted hereinafter.

“ 9. Even otherwise on merits also, we are in complete agreement with the view taken by the High Court. That High Court has rightly refused to grant any relief which as such was in the form of specific performance of the contract. No writ under Article 226 of the Constitution of India shall be maintainable and/or entertainable for specific performance of the contract and that too after a period of 10 years by which time even the suit for specific performance would have been barred by limitation.”

13. As observed hereinbefore even a suit for specific performance would have been barred by limitation at a point of time when the instant writ petition has been filed.

14. The learned advocate appearing for the petitioners would strenuously contend that the petitioners were not guilty of delay and laches as several representations have been submitted by the petitioners in the meantime. It is now well settled that mere submission of representation does not extend the period of limitation and the aggrieved person has to approach the court expeditiously and within a reasonable time. The Hon'ble Supreme Court in paragraph 8 of *Surjeet Singh Sahni* (supra) made an observation to that effect.

15. For all the reasons as aforesaid, this Court holds that the writ petitioners are guilty of delay and laches.
16. This Court is, therefore, not inclined to entertain the instant writ petition.
17. Accordingly WPA11871 of 2026 stands dismissed.
18. There will be no order as to costs.
19. All parties shall act on the server copy of this judgement and order duly downloaded from the official website of this Court.

(Hiranmay Bhattacharyya, J.)

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