07.10.2026
Sl. No. 20 (DL)
Ct.No.19
(Susanta)
(Bench I.D. 266052)

WPA 25493 of 2026

Samrat Lodge and Hotel
Vs.
Haldia Municipality & Ors.

Mr. Supriyo Chattopadhyay,
Ms. Debosri Chatterjee,
... for the Petitioner.
Mr. S. M. Hassan,
Ms. Anupama Yasmin,
... for the Haldia Municipality.

1. Affidavit of service as filed today on behalf of the writ petitioner is taken on record.

2. Both the writ petitioner and the respondent municipality are represented by their respective learned advocates.

3. On behalf of the writ petitioner, a supplementary affidavit is filed, which is taken on record.

4. The subject matters of the instant writ petition are the memo dated 06.08.2026 as issued by the respondent no. 3 authority, and the representation dated 19.08.2026 as submitted by the writ petitioner.

5. By issuing the impugned memo dated 06.08.2026, the respondent no. 3 authority directed the writ petitioner to quit, vacate, and deliver up the khas and vacant possession of the

Akas Guest House-cum-Tourist Dormitory at Debogh, Haldia ('the guest house' in short) with immediate effect.

6. By submitting a representation dated 19.08.2026, the writ petitioner has prayed for reconsideration of the decision as communicated vide impugned memo dated 06.08.2026.

7. At the time of hearing, learned advocate appearing on behalf of the writ petitioner, at the very outset, submits before this Court that pursuant to memo dated 08.08.2013 (at page no. 35 of the writ petition) and pursuant to a lease agreement dated 14.08.2013 (at page nos. 36 to 39 of the instant writ petition), the writ petitioner was granted the authority to operate and maintain the said guest house, subject to payment of the agreed annual charges.

8. It is submitted further that initially the said agreement was for three years; however, as per request of the writ petitioner company, the said agreement for maintenance and operation of the said guest house was extended time to time, and lastly, it was extended up to 15.08.2020.

9. It is submitted further that on and from 16.08.2022 till date, no formal agreement was executed by and between the writ petitioner and the respondent municipality. However, the writ petitioner went on paying the annual charges to

the municipality, which was/were accepted by the respondent municipality.

10. Drawing attention to page nos. 79, 80, and 81 of the instant writ petition, it is submitted that under cover of a letter dated 10.08.2026, the writ petitioner deposited a cheque of Rs. 3,82,885.00/- with the respondent municipality for operation and management of the said guest house for the period 16.08.2025 to 15.08.2026, which was duly accepted by the municipality by granting money receipt.

11. It is further submitted by the writ petitioner that all on a sudden on 06.08.2026, the respondent no.3, by issuing the impugned letter (at page 83 of the instant writ petition), directed the writ petitioner to stop all operation and maintenance activities at the said guest house and further directed to vacate the entire premises and hand over the vacant possession within 15 days from the receipt of the said notice.

12. It is submitted that on careful perusal of the impugned memo dated 06.08.2026, it would reveal that the Executive Officer of the respondent municipality, had issued such letter, who has no authority to issue such letter in view of Section 80 of the West Bengal Municipal Act, 1993 (‘the said Act’ in short). It is submitted that in the event the municipality is desirous to discontinue with the agreement, the Board of

Councillors of the said municipality is only empowered to do so.

13. It is, thus, submitted on behalf of the petitioner that the impugned memo dated 06.08.2026 as issued by the respondent no. 3 authority has got no binding force in the absence of his lawful authority and therefore, the impugned memo may be quashed, and the respondent municipality may be directed to consider the representation dated 19.08.2026 afresh in accordance with law, since after filing of the instant writ petition, the respondent municipality has rejected such representation vide memo dated 11.09.2026, as has been annexed with the supplementary affidavit.

14. Learned advocate appearing on behalf of the respondent municipality submits before this Court that, at present, the respondent municipality is run by the administrator. It is further submitted that the impugned memo dated 06.08.2026 has been issued by the Executive Officer of the said municipality as per instruction of the said administrator.

15. It is, thus, submitted that in absence of any illegality and/or irregularity in the said memo dated 06.08.2026, the writ petitioner is not entitled to get relief/reliefs as prayed for.

16. On careful consideration of the entire materials as placed before this Court and after

hearing the learned advocates for the contending parties, this Court considers that for effective adjudication of the instant writ petition, the provision of Section 80 of the said Act is required to be looked into and the same is quoted hereinbelow in verbatim:

> *"80.* ***Disposal of property****. - The property belonging to a Municipality may be disposed of in the manner provided in this section, namely -*
>
> *(a) the Chairman-in-Council may sell, or grant lease of, or otherwise dispose of, by public auction, any movable property belonging to the Municipality;*
>
> *(b) the Board of Councillors, with the prior approval of the State Government, may, for valuable consideration, let out on hire, grant lease of, or sell or otherwise transfer, any immovable property belonging to the Municipality but not required for carrying out the purposes of this Act;*
>
> *(c) the Municipality shall not transfer any immovable property vested in it by virtue of this Act, but shall cause the same to be maintained, controlled and regulated in accordance with the provisions of this Act and the rules and the regulations made thereunder :*
>
> *Provided that the State Government may authorise, in the public interest, the disposal of such immovable property by the Municipality if*

the Board of Councillors so requires for reasons to be recorded in writing."

17. On careful perusal of the aforementioned legislative provision it appears to this Court that it is legislative mandate that for letting out on hire, grant of lease or sell or otherwise transfer of any immovable property belonging to the municipality, the Board of Councillors are empowered to do the same for valuable consideration with the prior approval of the State Government.

18. Section 80 of the said Act is absolutely silent about the role of the Board of Councillors when the period of lease of immovable property has expired.

19. Keeping in mind the aforementioned legislative provision, if I look to the factual aspects of this case it appears to this Court that admittedly at one material point of time an agreement was executed by and between the petitioner and the respondent municipality for maintenance and operation of the said guest house initially for a period of three years which was subsequently renewed time to time and last such renewal was effected on and from 16.08.2021 to 15.08.2022.

20. As rightly submitted by the learned advocate for the writ petitioner that thereafter the writ petitioner continued in occupation of the

guest house and carried on operation and maintenance of the said guest house and during such period, the writ petitioner paid annual fees with the respondent municipality and last such fees was paid vide Memo dated 10.08.2026 for the year 16.08.2025 to 15.08.2026.

21. No material is forthcoming before this Court that on and from 16.08.2026 either any fresh agreement between the writ petitioner and the respondent municipality has been executed and/or the writ petitioner deposited any further amount towards operation and maintenance of the said guest house for any further period. It thus, appears to this Court that on and from 16.08.2026, the writ petitioner has got no locus standi to continue the operation and maintenance of the said guest house.

22. On careful perusal of the Memo dated 06.08.2026 which is impugned in this writ petition as has been issued by the respondent no. 3 authority, it appears that the respondent no. 3 authority directed the writ petitioner to vacate and handover the possession of the said guest house to the municipality within 15 days from the date of receipt of such notice.

23. The arithmetical calculation goes to show that the writ petitioner was thus asked to vacate the guest house on and from 21.08.2026 that is much after 15.08.2026. In absence of any

fresh agreement and/or renewal of agreement for operation and maintenance of the said guest house, this Court considers that there is no fault on the part of the respondent no.3 authority in issuing the impugned Memo dated 06.08.2026 since Section 80 of the said Act does not say that similar such notice is to be issued either by the Board of Councillors or by the administrator of the respondent municipality.

24. For the sake of repetition, this Court is once again constrained to hold that since no fresh agreement was executed in favour of the writ petitioner by the respondent Municipality w.e.f 17.08.2026 for operation and maintenance of the said guest house, there cannot be any fault on the part of the respondent no. 3 authority in issuing the impugned Memo.

25. With the aforementioned observation, the instant writ petition is **dismissed**.

(Partha Sarathi Sen, J.)