In the High Court at Calcutta
Constitutional Writ Jurisdiction
Appellate Side

Present:

The Hon'ble Justice Partha Sarathi Sen

WPA 27134 of 2026

Sri Debal Kumar Sen

VS.

The State of West Bengal & Ors.

For the Petitioner	:	Ms. Sohini Chakraborty Mr. Ashim Ghoshal Mr. Ushananda Jana
For the respondent/State	:	Mr. Dibashis Basu, Ld. AGP Ms. Sneha Dutta Mr. Chandrachur Lahiri
For the respondent Nos.2 & 3	:	Mr. Jaydeep Kar, Sr.Adv. Mr. Siddhartha Ghosh
Heard on and Judgment on	:	07.10.2026

Partha Sarathi Sen, J.:-

1. In this writ petition the reasoned order dated 17.08.2026 passed by the Special Secretary to the Government of West Bengal – UDMA and as has been communicated vide Memo dated 19.08.2026 issued by the Joint Secretary, Government of West Bengal – UDMA, is impugned. By the said reasoned order, the respondent-State decided not to allow the writ

petitioner's application for transfer of lease as made by the writ petitioner on 18.05.2022.

2. For effective adjudication of the instant writ petition, some relevant facts leading to filing of this writ petition are required to be dealt with and those are as under:-

(a) A Registered Deed of Lease dated 13.12.1994 was executed by and between the respondent/State (lessor) and the writ petitioner (lessee) for a period of 99 years in respect of the land in question for the purpose of erecting a building for residential/commercial/institutional/ mixed use purpose and for no other purpose with a rider that in the event the lessee desires to assign and/or part with the possession of the leased out land, written consent of the lessor is required to be obtained.

(b) On 18.05.2022, the writ petitioner approaches the respondent No.3/authority seeking permission to transfer the said leased out land to a third party.

(c) In the meantime, that is on 09.11.2023, the UDMA, Government of West Bengal, published a notification to the effect that the said department had noticed that a large number of plot of land allotted on lease hold basis under control of the said UDMA remains unutilized violating the terms and conditions of the lease deed and in such cases

the said department has decided to initiate appropriate proceeding for resumption of the said lands where the plots are found to be unutilized in violation of the lease condition by issuing a show-cause notice.

(d) By a communication dated 16.09.2022, the respondent No. 3/authority communicated the writ petitioner regarding approval of the application for transfer by the said authority with a further intimation that the matter would be sent to the parent department that is the UDMA.

(e) Thereafter, for a considerable period, the respondent/State did nothing and thus finding no other alternative, the writ petitioner approached this Court by filing WPA 17201 of 2025 (Debal Kumar Sen vs. The State of West Bengal and Others) which came to be disposed of by a Co-ordinate Bench of this Court on 08.04.2026 wherein it was directed that the Additional Secretary, to the Government of West Bengal would consider the writ petitioner's application for transfer dated 18.05.2022 in accordance with law and dispose of the said application for transfer by passing a reasoned order.

(f) Pursuant to the order dated 08.04.2026, the impugned reasoned order came to be passed.

3. At the time of hearing, Ms. Chakraborty, learned advocate appearing on behalf of the writ petitioner strongly contended that the order impugned is not justified in the eye of law inasmuch as prior to the publication of the notification dated 09.11.2023 by the UDMA expressing their decision to take appropriate steps for resumption of the unutilized land, the writ petitioner on 18.05.2022 made an application for transfer of the lease hold land as allotted to him. It is argued by Ms. Chakraborty that taking recourse to the subsequent notification dated 09.11.2023 the impugned order was passed wherein no opportunity of hearing was given to the writ petitioner prior to rejection of his prayer for transfer of the lease hold land.

4. It is further argued by Ms. Chakraborty that from the impugned order it would reveal that on 07.06.2023 the UDMA department had taken a decision regarding the process of dealing with the application for transfer, however neither such communication nor such decision was ever communicated to the writ petitioner. It is thus submitted by Ms. Chakraborty that the impugned reasoned order dated 17.08.2026 is perverse since it bears no logic and the same may be set aside.

5. Per contra, Mr. Kar, learned senior advocate appearing on behalf of the respondent Nos. 2 and 3 submits before this Court that there is no infirmity and/or illegality in the impugned order, inasmuch as the respondent/State has taken a conscious policy decision with regard to the unutilized plots of land under the control of the UDMA department

since it has been noticed by the UDMA department that many lease hold plots like the plot in question, as involved in the instant writ petition, remains unutilized violating the condition of lease. It is thus submitted by Mr. Kar that in absence of any glaring illegality and/or perversity, there cannot be any occasion to disturb the well-reasoned finding of the respondent/State.

6. Mr. Lahiri, learned advocate appearing on behalf of the respondent/State supports the impugned order. Mr. Lahiri further submits that no cogent reason has been shown by the writ petitioner for interfering with the said impugned order.

7. This Court has meticulously gone through the entire materials as placed before this Court. This Court has given its due consideration over the submissions of the contending parties.

8. For effective adjudication of the instant writ petition, this Court at the very outset proposes to look to internal page No. 3 of the impugned reasoned order wherein the decision of the respondent /State, more specifically of the UDMA department regarding the mode of dealing with the application for transfer of the lease hold land has been quoted and the same is reproduced hereunder in verbatim :

> *"..... that the development authority should dispose of the applications for transfer of leasehold rights at their end in the context of the provisions of the lease deed executed between the lessor and the lessee and during processing such cases, if it is found that the provision of lease deed has been violated then the proposal for*

transfer permission should be processed only after the lessee takes corrective measures, if so permissible as per provision of the lease deed and if, no corrective measure is taken or the violation is such that corrective measures are not permissible as per the lease condition, then resumption process may be started by the Development Authority (if there is such provision in the lease deed) or other actions may be taken as per provisions of the lease deed after giving the lessee reasonable opportunity of being heard.

For example, if the leased out land is kept vacant beyond the permissible period and even after giving sufficient more time to start the construction work, the land is kept vacant and the lessee approaches for transfer of leasehold right, that should not be allowed."

9. On careful perusal of the aforementioned quoted decision of the UDMA, it appears to this Court that the said decision of the UDMA has got two parts, namely, (a) relating to the mode of dealing with the application for transfer in the event it is found that the lessee has violated the condition of lease and when the lessee was asked to take corrective measure, no corrective measure is taken or the violation is such that the corrective measures are not permissible. (b) the development authority would start the process of resumption as per the condition of the violation of lease against the lessee after giving a reasonable opportunity of being heard to the lessee.

10. At this juncture if I look to the internal page No. 4 of the instant writ petition, it appears to this Court that the Special Secretary to the

Government of West Bengal, UDMA Department while passing the reasoned order noticed that there was conscious violation on the part of the lessee with regard to Clause No. 23 of the lease deed.

11. For effective adjudication of the instant writ petition, this Court at this juncture also proposes to quote Clause 23 of the lease deed in verbatim.

> ***"23. The Lessee shall construct building according to the rules of the Sriniketan Santiniketan Development Authority or any other local authority that may come into being having jurisdiction and according to the plans, elevations, designs and sections as may be sanctioned by the said authorities in that behalf within three years from the date on which the demised land is allotted to the Lessee. The Lessee shall also obtain prior permission in writing from the Sriniketan Santiniketan Development Authority or any local authority, as the case may be, before making any addition or alterations to the sanctioned building plan including that of the boundary wall."***

12. Keeping in mind the spirit of paragraph 23 of the Registered Deed of Lease as has been executed by and between the respondent/State (lessor) and the present writ petitioner (lessee) vis-à-vis the operative part of the impugned order, it appears to this Court that the Special Secretary to the Government of West Bengal rightly noticed that there occurred violation on the part of the lessee regarding Clause 23 of the Lease Deed and thus

in terms of the decision of the UDMA department on 07.06.2023, it has rejected the prayer for transfer of the writ petitioner.

13. At the time of argument, Ms. Chakraborty though contended that the said decision dated 07.06.2023 was neither communicated to the writ petitioner nor any opportunity of hearing was given prior to passing of the reasoned order of rejection, however this Court most respectfully disagrees with the submission of Ms. Chakraborty inasmuch as no case has been made out on behalf of the writ petitioner that for not communicating the decision of the UDMA as taken on 7.06.2023, the writ petitioner suffers a serious prejudice and further the giving of reasonable opportunity of hearing in terms of the decision dated 07.06.2023 would arose only when the respondent/State being the lessor and/or the respondent Nos. 2 or 3 authority being the parastatal of the respondent/State initiates a proceeding for resumption.

14. This Court finds no whisper in the impugned order regarding the resumption of the leasehold land of the writ petitioner rather it appears to this Court that the Special Secretary to the Government of West Bengal, has only rejected the prayer for permission of transfer.

15. In view of the discussion made in above, this Court thus finds no reason to interfere with the impugned reasoned order dated 17.08.2026 as has been communicated to the writ petitioner vide memo dated 19.08.2026.

16. With the aforementioned observations, the instant writ petition is **dismissed.**

17. There shall be, however, no order as to costs.

18. Urgent Photostat certified copies of this order, if applied for, be supplied to the parties upon compliance with all the necessary formalities.

(Partha Sarathi Sen, J.)

[Sws.M[AR(C]