

DL-2

08.04.2026
Court No.37
[Bench ID-266046]
(AD)

(Dismissed)

In the High Court at Calcutta
Special Civil Jurisdiction
Appellate Side

CPAN 2053 of 2025

Shibaji Mondal & Anr.
Vs.
Amitabh Choudhury (Retd. Colonel), Administrator,
Mangalam Park Residents' Association & Ors.
in
MAT 1543 of 2025
Shibaji Mondal & Anr.
Vs.
The State of West Bengal & Ors.

Mr. Shibaji Mondal
Ms. Seema Mondal
... petitioners (in-person)
Ms. Mayuri Ghosh, Advocate
Ms. Sonali Bhattacharyya, Advocate
... for the alleged contemnor no.1
Mr. Prantik Garai, Advocate
Mr. Ramanuj Ray Chaudhuri, Advocate
Ms. Aradhita Banerjee, Advocate
... for the alleged contemnor nos.2 to 4

1. Petitioners appear in person.
2. Petitioners complain of violation of the order dated September 22, 2025 passed in MAT 1543 of 2025.
3. Operative portion of the order dated September 22, 2025 are as follows:

“2. Learned Advocate appearing for the appellants submits that, there are several orders passed by a competent authority requiring repair of the roof. He submits that, the roof is required to be repaired under the supervision of a structural engineer duly empanelled with the Kolkata Municipal Corporation. He draws the attention of the Court to the fact that, the Association is not functioning and, therefore, there is an Administrator appointed. The Administrator

is not cooperating and is preventing the structural engineer from repairing the roof.

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 8. *In such circumstances, the appellants will appoint a structural engineer duly empanelled with the KMC authorities forthwith. Upon such appointment being made, the appellants through the Advocate-on-record of the appellants will inform the Advocate-on-record of the Administrator as to such appointment. Immediately on receipt of such communication, the Administrator will facilitate the newly appointed structural engineer to visit the premises and to undertake the repair work.*
 9. *Cost of repair will be borne by the appellants at the first instance.*
 10. *Such cost of repair will be placed before the Administrator for consideration.*
 11. *Administrator will place the cost of repair before the General Body of the Association for consideration and approval.*
 12. *In the event, it is approved by the General Body of the Association, the Administrator will reimburse the cost of repair to the appellants."*
4. Materials placed on record establish that, the appellants undertook repair. Bills of the cost of such repair were placed with the Administrator who in turn placed it before a Special General Meeting of the Association.
 5. Meeting of the Association for the purpose of

considering such bills of the appellants were held initially on March 7, 2026 when the meeting was adjourned due to lack of quorum. Subsequently, the meeting was held on March 15, 2026 when the resolution was not approved.

6. Contention is that, the meeting of the Association was without quorum. West Bengal Apartment Ownership Bye-Laws, 2022 prescribe the modality of Special General Meeting of an Association. Sub-section (6) of Section 6 of the Bye-Laws of the 2022 prescribe that no quorum is necessary for an adjourned meeting. The resolution was not approved in the adjourned meeting. Question of, therefore, lack of quorum does not arise.
7. In any event, the direction was on the Administrator to place the cost of repair in General Body meeting of the Association which the Administrator did. Therefore, we are not minded to invoke our jurisdiction under Article 215 of the Constitution of India or the provision of the Contempt of Courts Act, 1971.
8. **CPAN 2053 of 2025** in **MAT 1543 of 2025** is **dismissed** without any order as to costs.

(Debangsu Basak, J.)

(Md. Shabbar Rashidi, J.)