

D/L- 57  
30/04/2026  
Ct. No.-19  
Aritra

**WPA 29697 of 2025**

**M/s. Proximity Real Estates Pvt. Ltd. & Anr.  
Vs.  
The State of West Bengal & Ors.**

Mr. Aniruddha Chatterjee, Sr. Adv.  
Mr. Shounak Mukhopadhyay  
Mr. Tanay Agarwal  
Ms. Ranita Jana  
Mr. Harsh Agarwal

....for the petitioners

Mr. Chandi Charan De, AGP  
Mr. Anirban Sarkar  
Ms. Saswati Chatterjee

....for the State

The order of the Estate Manager, Kalyani, Urban Development & Municipal Affairs Department, Government of West Bengal dated September 12, 2025 is under challenge in this writ petition. By the said order, the prayer of the petitioners for mutation of its name in the record of the Urban Development Department stood rejected.

An industrial plot being plot No.D-24 was allotted in favour of the M/s. Himalaya Rubber Products Ltd. on July 12, 1974 subject to certain terms and conditions. The possession of the demised plot was handed over to M/s. Himalaya Rubber Products Ltd. on January 5, 1977 and a lease deed was executed and registered being No.1448 for the year 1978 for the purpose of setting up and running an industrial factory for the manufacturing of automatic fan for use of industrial belts. M/s. Himalaya Rubber Products Ltd. got liquidated and the lease hold property was put up for auction sale in connection with a

proceeding being BIFR No.3 of 1990 before the Hon'ble High Court at Calcutta in its Original Side jurisdiction. The sale in favour of the petitioner was confirmed by an order dated March 14, 2008. The official liquidator handed over possession of the property to the authorised representative of the petitioner/company and a Deed of Assignment was registered between M/s. Himalaya Rubber Products Ltd. represented by the Official Liquidator High Court at Calcutta and the petitioner/company dated March 29, 2011. Immediately, thereafter, petitioner applied for mutation in respect of plot No.D-24 at Kalyani Industrial Estate.

Such prayer of the petitioner was rejected by the Estate Officer by the order dated September 12, 2025. Being aggrieved by the order dated September 12, 2025, petitioner has approached this Court.

Mr. Chatterjee, learned senior advocate appearing for the petitioner submits that the only ground on which the prayer of the petitioner for mutation was rejected is that the said authority was not served with any notice prior to the conduct of auction sale. He submits that when the sale was confirmed by the Hon'ble High Court in a proceeding under the Board for Industrial and Financial Reconstruction under the Sick Industrial Companies (Special Provisions) Act, 1985, the authorities could not have refused to mutate the name of the petitioner in its record.

Mr. De, learned Additional Government Pleader submits that the respondent authority was not intimated about the proceeding pursuant to which the property was sold in auction. Mr. De placed reliance upon several clauses of the lease deed, more particularly Clause 2(viii) and 2(xi) of the original lease deed and submits that the authority after considering the clauses of the lease deed passed a speaking order and, therefore, the same should not be interfered with by this Court.

After going through the impugned order, this Court finds that the ground on which the prayer for mutation was rejected is that the Estate Manager, Kalyani, on behalf of the Government of West Bengal was not given sufficient opportunity of hearing in the matter before enlisting the Industrial Government Plot No.D-24 in the list of assets of the company liquidated and disposing of the lease hold land being plot No.D-24, Kalyani.

The other ground stated in the said order is that the lessee was not permitted to assign the demised land to any third party by virtue of a registered instrument of transfer and, therefore, the Deed of Assignment between the M/s. Himalaya Rubber Products Ltd. and the petitioner cannot be given effect by the Estate Manager.

After going through the materials on record, this Court finds that the movable properties of the M/s. Himalaya Rubber Products Ltd. (in liquidation) as well as the landed property being the lease hold land under lease agreement of 999 years from July 12, 1974 executed on

March 2, 1978 was put up for auction sale and the sale stood confirmed by an order dated March 14, 2008 passed by this Hon'ble Court in BIFR No.3 of 1990 in the matter of M/s. Himalaya Rubber Products Ltd. (in liquidation).

The document of handing over possession of the leasehold property by the Official Liquidator in favour of the petitioner/company has also been annexed to this writ petition.

Record reveals that a Deed of Assignment dated March 29, 2011 was executed between M/s. Himalaya Rubber Products Ltd. (in liquidation) represented by the official liquidator High Court at Calcutta and the petitioner/company. The order confirming the sale has attained finality and the same has already been given effect to by way of handing over possession of the demised land in favour of the petitioner and execution of the Deed of Assignment.

No material has been produced by the respondent authorities to show that the order confirming the sale by this Hon'ble Court has been set aside, modified or varied by any subsequent order. If the authorities were of the view that they are entitled to an opportunity, the authorities ought to have taken steps in that regard. However, no steps have been taken by the respondents in that regard.

When a Deed of Assignment has been executed pursuant to an order passed by this Court, it does not lie in the mouth of the respondent authority to contend that

the Deed of Assignment cannot be given any effect to by the Estate Manager.

For the all the reasons as aforesaid, this Court is inclined to interfere with the order dated September 12, 2025. No other reasons have been assigned by the Estate Manager for rejecting the prayer for mutation. Accordingly, the order dated September 12, 2025 stands quashed and set aside.

This Court, therefore, directs the Estate Manager, Kalyani, being the respondent No.3 to mutate the name of the petitioner in its record in terms of the application for mutation dated May 16, 2011 as expeditiously as possible but positively within a period of 8 weeks from the date of receipt of a server copy of this order along with a copy of the application dated May 16, 2011 and also the documents, which were submitted with the said application in the light of the observations made hereinbefore.

WPA 29697 of 2025 accordingly stands disposed of.

There will be no order as to costs.

All parties shall act on the server copy of this order duly downloaded from the official website of this Court.

***(Hiranmay Bhattacharyya, J.)***