

Form J(2)

**IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
Appellate Side**

**Present :
The Hon'ble Justice Bibek Chaudhuri**

WPA 24801 of 2023

**M/s. Qualitech Refractors and Ceramics Private Limited and
Anr.
Vs.
The State of West Bengal and Ors.**

**For the petitioner : Mr. Debaki Nandan Maity
Mr. Srijib Chakraborty
Mr. Pankaj Agarwal
Ms. Champa Pal
Mr. Muskan Agarwal**

**For the State : Mr. Wasim Ahmed
Sk. Md. Masud**

**For the respondent ADDA: Mr. Saranya Chatterjee
Mr. Nepesh Majhi
Mr. A. Ghosh**

Item No. 11

Heard & Judgement on : 17.10.2023

Bibek Chaudhuri, J.

The petitioner was granted a long-term lease sometimes in the year 1997 for construction of manufacturing monolithic and refractory

bricks. The deed of lease was executed on 12th March, 1997. There was a condition in the lease deed that the petitioner would have to raise construction of manufacturing unit within two years on grant of lease. However, the petitioner failed to construct any structure for construction of the said industry and the land remained unutilized. On 13th March, 2007 the respondent No.4 issued a notice to the Director of the petitioner company directing him to show cause as to why the deed of lease shall not be resumed/cancelled on the ground of demise. The land was lying abandoned and the petitioner had defaulted in paying land premium ground rent and its interest. Again on 25th August, 2008 another notice was issued on behalf of the respondent No.1 to the petitioner stating, inter alia, that the premium of the lease has been enhanced and they required to pay Rs.18,16,525/- as on 30th June, 2008. It is submitted by the learned advocate for the petitioner that the said amount was paid in favour of respondent No.2. Subsequently, on 14th July, 2023 the respondent No.4 issued a notice of resumption of the lease deed and it was directed that the possession of the lease hold property shall be taken on 25th July, 2023.

According to Mr. Chakraborty, learned advocate on behalf of the petitioner, this notice of resumption of lease deed is illegal, arbitrary

in view of the fact that no notice to show cause was sent to the petitioner prior to resumption of lease deed.

Mr. Chatterjee, learned advocate on behalf of the ADDA, on the contrary, submits that the instant writ petition should not be entertained on the ground of delay and laches. The impugned notice was served on 14th July, 2023 and the writ petition has been filed in the month of October, 2023. There was no reason for the petitioner to sit tight over the said notice. It is also submitted that at present the notice dated 14th July, 2023 has lost its force because of the fact that the respondents failed to resume the lease deed within the statutory date of 25th July, 2023.

In view of such submission made by Mr. Chatterjee on instruction that notice dated 14th July, 2023 becomes infructuous, the instant writ petition is disposed of holding, inter alia, that the impugned notice dated 14th July, 2023 has become redundant and lost its force.

The instant writ petition is, thus, disposed of.

(Bibek Chaudhuri, J.)

