

**(2025) 09 CAL CK 0755**  
**In the Calcutta High Court, Appellate Side**  
**Case No : WPA 714 Of 2019**

Naresh Kothari & Ors.

APPELLANT

Vs

State of West Bengal and Ors

RESPONDENT

**Date of Decision :** 26-09-2025

**Acts Referred:**

**Citation :** (2025) 09 CAL CK 0755

**Hon'ble Judges :** Subhendu Samanta, J

**Bench :** Single Bench

**Advocate :** Piyash Chaturbedi, Nirmalya Dasgupta, Rajesh Upadhyay, Satyajit Talukdar, Arindam Chatterjee

**Final Decision :** Disposed Of

## **Judgement**

Subhendu Samanta, J

1. In the month of November, 2006, the Kolkata Improvement Trust (KIT) was receiving offers for allotment of office/commercial spaces at "Uttara Commercial Complex" situated at CIT Scheme No.VIIIM, formed out of original premises No.20, Ultadanga Main Road, Kolkata, Holding No.20, Sub-Division-IX, Division-2, Police Station: Ultadanga.

2. The said project, office/commercial spaces were available at that point of time for sale to the prospective buyers upon payment of consideration amount as finalized by the KIT. Such commercial/office spaces which were available for sale on a free-hold basis transferring right, title interest and possession in favour of the prospective buyers.

3. Petitioners on the basis of such offers jointly applied for allotment of commercial spaces and floors of CS-2, 5th Floor, measuring about an area of 68.08 Sq.Mtrs. in the commercial spaces at 9B, Ultadanga Main Road at "Uttara Commercial Complex" for a total price of Rs. 18,66,936/-.

4. Petitioners along with his application form has also deposited money to the

tune of Rs.25,000/- only by virtue of a Demand Draft being No.182155 dated November 27, 2006 in favour of KIT. On July 20, 2007 the KIT by its letter being No.3-481(4)/Misc-VIII-M/156 allotted the subject property being the office/commercial spaces in favour of the petitioners.

5. Thereafter, petitioners on July 28, 2007 has deposited an amount of Rs.1,61,694/- and also deposited an amount of Rs.4,66,734/- on June 18, 2008. On September 11, 2013 the KIT requested the petitioners to make the balance payment of Rs.23,84,803/- for the purpose of completion of sale in response to that letter. On September 26, 2013 the petitioners made the full and final payment of Rs. 23,84,803/- to KIT by virtue of Demand Draft bearing No 302369 dated September 25, 2013 drawn on ICICI Bank, R.N. Mukherjee Road, Kolkata.

6. Thereafter, on June 16, 2014 the KIT issued a letter of possession, inter alia, handed over the possession of the subject plot to the petitioners. In the month of January 2005 the petitioners requested KIT to execute the Deed of conveyance in their favour. They have also deposited a sum of Rs. 2,000/- as a process fee for preparation of Deed of the said office/commercial spaces for executing and registering at an early date.

7. There are some confusions and queries raised by the petitioners which were clarified by the KIT and KIT requested to approve said draft Deed of conveyance. Ultimately, in the month of April 6, 2016, the petitioners approved and confirmed the said draft Deed of conveyance and requested KIT authority to issue a valuation certificate for the purpose of registration and stamp duty to be paid at the time of registration.

8. In the month of June 2016 a Deed of conveyance was duly signed and executed on the part of the petitioners by putting their signature with finger print and the said partial executed Deed of conveyance was done at the office of the KIT.

9. Thereafter, petitioners several time requested the KIT authority to complete the registration of the said Deed at the earliest. Petitioners also made several representations, but none of the representations were addressed properly; hence this writ.

10. Learned counsel for the petitioners submits that after receiving the entire consideration money and after completion of partial execution of the Deed, the respondent authority cannot sit tight over the matter. He submits that the petitioners were possession over the said commercial spaces, but the in-action on the part of the respondent authority for not execution of the Sale Deed as per scheme is required to be completed within a specified period.

11. Mr. Satyajit Talukdar, learned counsel appears on behalf of the KMDA. Mr. Talukdar submits that the instant writ petition is motivated and frivolous. KMDA being a statutory authority is guided under an obligation by the policy decision of the State Government of West Bengal has formulated guidelines of the matter in

dealing with the State owned land based on its land allotment policy in this regard, which come into force on and from 26th December, 2012.

12. Mr. Talukdar, further contended that pursuant to the above notification, respondent authority being KMDA is under obligation to follow the said order, thereby to transfer a free hold right, which is completely misnomer. As the answering respondent authority does not have any authority to confer free hold right, title and interest in respect of the said commercial spaces in question, no relief can be granted.

13. Mr. Talukdar further proposes that in the present facts and circumstances a lease Deed may be executed instead of Sale Deed, initially, for a period of 99 years with an option for further renewal for like period.

14. Having heard the learned counsel for the parties; considering the entire situations in hand it is necessary to set out the relevant provisions of the order dated 26th December, 2012 issued by the Government of West Bengal regarding allotting and pricing land/other assets of State of West Bengal:

"Memo No.6686-LP/1A-18/2012 dated 26.12.2012 Whereas the State Government its parastatals (Corporations, Development Authorities), Urban Local bodies etc. have been allotting and pricing land/other assets in line with various Departmental and other norms which often vary in their content and their applicability. And whereas there is need to introduce uniformity, reduce discretion and avoid case by decision making to ensure transparency while dealing with public assets. Now the Governor after careful consideration of the matter is pleased hereby to make following Land Allotment Policy which will be applicable to land owned or held by any department of the State. Government or agency funded by the State Government in any manner. The land allotted to any individual/company/institution etc. under the policy would be transferred to them by the Government and its parastatals by way of long terms lease for a period not exceeding 99 years, with the option of renewal of such lease for the like period on the same terms and conditions and to such other terms and conditions as may be imposed and included in such renewal lease deed.....".

15. It appears from the said order that the Government of West Bengal has taken a decision on 26th December, 2012 following land allotment policy which will be applicable to land owned or hold by any department of State of West Bengal or agency funded by State of West Bengal.

16. By the said policy decision the State of West Bengal has discouraged transfer of free hold right, title and interest to any of the individual, rather State has decided to lease out the property for an initial period of 99 years with an option for further renewal for a like period. On the basis of the said order, it is the contentions of the KMDA that the transfer of free hold right through registered Deed of Sale cannot be possible.

17. In deciding the issue involved herein, the petitioners being an individual has applied for allotment of office/commercial spaces in terms schemes of Kolkata Improvement Trust (KIT) in the year 2006, since the year 2006 till September 2013, the KIT has received entire consideration amount for the purpose of execution of a Sale Deed.

18. It further appears that a Sale Deed was properly vetted and partially executed by the petitioners at the behest of the KIT at their office.

19. It further appears that in the month of March 31, 2017 the KIT Act was repelled and the said KIT merged KMDA which was duly notified in Kolkata Gazette on March 31, 2017.

20. Facts suggested that though the order of Government of West Bengal regarding land policy has been issued on 26th December, 2012. But, KIT has received the full and final payment of Rs. 23,84,803/- in the month of September 2013. Furthermore, in the month of January 2015 they have received the process fee of Rs. 2,000/- for preparation of Deed of Sale. Moreover, in the year 2016 the Deed was partially executed at the office of the KIT.

21. It appears that the petitioners have acted on the promise of Government instrumentalities (KIT) and performed all obligations according to their promise though the land policy has come in operation in the year 2012, but the KIT one of the instrumentalities of the State has allowed the petitioners to act upon the said promise. The KIT authority never disclosed the policy decision of the authority to the petitioners' name. The respondent authority being KMDA cannot take a stand which derogatory to their promise.

22. Under the above observations, I am of the view that the respondent authorities are bound by the principle of promissory estoppels to act otherwise which they already promised. It appears that though there are policy decisions prevailing at the time of entire proceeding for execution of the Sale Deed but as the Government authority has proceeded to execute the Sale Deed, now they are duty bound to do the same. The stand of the Government that a policy of the Government has changed cannot be termed as a defense in this particular case.

23. Under the above observations, the instant writ petition appears to be meritorious.

24. The writ petition succeeds.

25. The respondent authorities being Kolkata Metropolitan Development Authority (KMDA) is directed to execute a fresh Deed of conveyance in favour of the petitioners in respect of the said office/commercial spaces in question within a period of 12 (twelve) weeks from the date of communication of this order.

26. Payment of stamp duty and registration fee shall be borne by the petitioners according to the present/prevalent valuation.

27. In view of the above, the instant writ petition being WPA 714 of 2019 is

disposed of.

28. Connected applications, if pending are also disposed of.

29. Parties to act upon the server copy and urgent certified copy of this order be provided on usual terms and conditions.