In the High Court at Calcutta

Constitutional Writ Jurisdiction
Appellate Side

Present :-

The Hon'ble Justice Krishna Rao

Case No. **WPA No. 3222 of 2026**

In the matter of :

Sailendra Nath Mukherjee

...Petitioner

VS.

Punjab National Bank & Ors.

...Respondents

For the Petitioner	:	**Mr. Ashim Kr. Routh** **Ms. Ananya Mondal** **Ms. Manishka Dhar** **Mr. Subhayan Barik** ....Advocates
For the Respondent/Bank	:	**Dr. Chapales Bandyopadhyay** **Ms. Anandamayee Dutta** **Dr. Gargy Basu** ....Advocates

Hearing Concluded On : 17.08.2026

Judgment Delivered On : 20.08.2026

Judgment Uploaded On : 20.08.2026

Krishna Rao, J. :-

1. The petitioner has filed the present wit application praying for a direction upon the respondent/Bank, particularly the respondent No. 2, to inquire and inspect the matter as to why the concerned officials of the respondent/Bank did not pay the arrears of rent together with interest on delayed payment of rent and to pay the rent together with interest on delayed payment of rent forthwith, without any further delay.

2. On 25th February, 2013, a lease deed was executed between the petitioner and the United Bank of India with respect to the entire first floor of the building being premises No. 168/D, Keshab Chandra Sen Street, Kolkata-700009, total measuring an area of 3309 sq. ft. on a payment of monthly rent with the option of renewing the lease for further period of five years subject to review/revision of the rent.

3. The lease deed expired on 30th September, 2022. On 23rd September, 2022, the petitioner requested respondent/Bank, i.e. Punjab National Bank (erstwhile, United Bank of India) for further renewal of the lease deed on further terms and conditions with the revision of rent at the rate of Rs. 40/- per sq. ft. per month.

4. Mr. Ashim Kr. Routh, learned counsel appearing for the petitioner submits that the respondent/Bank, on receipt of the request of the petitioner, a meeting was held and the Bank has decided that a portion of 1868 sq. ft. out of total area of 3309 sq. ft. adjacent to the roadside was offered to be surrendered to the petitioner and the rest portion of 1441 sq. ft. would be retained by the respondent/Bank for their banking business on the rent offered by the petitioner, i.e. Rs. 40/- per sq. ft. per month. The respondent/Bank, by a letter dated 20th March, 2023, informed the petitioner that the Bank is ready to accept the enhancement of the rent at the rate of Rs. 40/- per sq. ft. per month for an area of 1441 sq. ft. On 16th November, 2023, the petitioner has requested the Bank for renewal of the lease deed for the retaining portion of the premises, and also to pay the cost and expenditure to complete the separation and surrender of the remaining portion.

5. On 10th April, 2024, a lease deed was executed by and between the parties with respect to 1441 sq. ft. at the monthly rent of Rs. 40/- per sq. ft. from 1st March, 2024.

6. Learned counsel for the petitioner submits that from 1st October, 2022 till 25th September, 2024, the respondent/Bank have not paid the monthly lease rent at the rate of Rs. 40/- per sq. ft. per month along with G.S.T. and K.M.C. Tax as well as surcharges for the entire first floor of the premises measuring an area of 3309 sq. ft. The respondent/Bank has surrendered a part of the portion on 24th September, 2024, the respondent/Bank is liable to pay monthly rent at the rate of Rs. 40/- per sq. ft. per month along with G.S.T., K.M.C. Tax and surcharges for the portion of 1441 sq. ft. with effect from 1st March, 2024. He further submits that the respondent/Bank is liable to pay Rs. 17,93,817/- after adjusting of payment of arrears of rent of Rs. 13,62,759/- together with the interest at the rate of 12% per annum from 1st October, 2022 till the actual payment is made.

7. Learned counsel for the petitioner submits that in terms of lease deed dated 10th April, 2024, the respondent/Bank is regularly paying the monthly lease rent at the rate of Rs. 40/- per sq. ft. per month on and from 1st March, 2024 for the area of 1441 sq. ft. without any default.

8. Mr. Routh, learned counsel for the petitioner submits that as per earlier lease deed dated 25th February, 2013, which expired on 30th September, 2022 and the subsequent lease deed dated 10th April, 2024 with effect from 1st March, 2024, the respondent/Bank is liable to pay the monthly rent from 1st October, 2022 till 25th September, 2024 along with G.S.T., K.M.C. Tax and surcharges for the entire first floor of the premises measuring 3309 sq. ft. till the part possession of the premises was handed over, i.e., on 25th September, 2024 and the respondent/Bank is liable to pay the monthly rent at the rate of Rs. 40/- per sq. ft. along with G.S.T., K.M.C. Tax and surcharges for the portion of 1441 sq. ft. out of the total area of 3309 sq. ft. with effect from 1st March, 2024. He submits that as the respondent/Bank has not paid the amount of Rs. 17,93,817/-, accordingly, the petitioner has sent a notice to the Bank on 2nd December, 2025 but in spite of receipt of the said notice, the Bank has not paid the said amount.

9. Mr. Routh, learned counsel for the petitioner submits that the respondent/Bank has admitted the rent and was ready and willing to pay the rent and had entered into fresh lease deed by accepting the monthly rent at the rate of Rs. 40/- per sq. ft. but in spite of admitting the said rent, the respondent/Bank has not paid the said amount.

10. Mr. Routh, learned counsel for the petitioner has relied upon the judgment passed by the coordinate Bench of this Court in the case of ***Pradip Dhar Vs. United Bank of India & Ors.*** passed in ***WPA 13468 of 2019*** dated 29th August, 2024, wherein, the coordinate Bench of this Court, by considering several judgments of the Hon'ble Supreme Court, has held that the writ petition is maintainable and directed the Bank for payment of dues. He further submits that the judgment passed by the coordinate Bench of this Court in the case of ***Pradip Dhar*** (supra) was challenged by the Bank before the Hon'ble Division Bench of this Court and the Hon'ble Division Bench of this Court has affirmed the order and judgment dated 29th August, 2024.

11. Learned counsel for the petitioner has further relied upon the judgment in the case of ***Ajay Vijh Vs. Indian Banks Association and Ors.*** reported in ***MANU/SC/0670/2026*** and submits that even private bodies exercising functions of public significance remains amenable to judicial review under Article 226 of the Constitution of India.

12. Mr. Routh has relied upon the judgment in the case of ***Bhatpara Municipality, represented by its Board of Councillors and Others Vs. Mayank Enterprise, represented by Omprakash Singh*** reported in ***AIR 2026 Cal 185*** once the authority have admitted bill amount and made part payment, subsequently remaining amount cannot be denied.

13. *Per contra*, Dr. Chapales Bandyopadhyay, learned counsel representing the Bank, raised the point of maintainability of the writ application. He submits that the petitioner and the Bank are the private entity and the dispute raised by the petitioner is a contractual dispute which cannot be decided in writ proceedings. He submits that the petitioner is intending to get a decree in a writ petition for recovery of alleged arrears of rent. Mr.

Bandyopadhyay, learned counsel for the Bank, submits that the dispute which has arisen in the instant writ petition relates to a lease deed and its terms and conditions executed between the petitioner being the landlord and the respondent/Bank being the tenant. The lease deed is purely private transaction between the Bank and the Petitioner, thus, this writ Court cannot decide the contractual dispute between the parties.

14. Mr. Bandyopadhyay further submits that the petitioner has prayed for payment of arrears of rent together with interest on delayed payment of the rent in relation to the registered deed of lease. Thus, this Court cannot decide the issue raised by the petitioner in the present writ application. He relied upon the judgment in the case of ***M/s Radhakrishna Agarwal and Others Vs. State of Bihar and Others*** reported in ***(1977) 3 SCC 457*** and submits that the Hon'ble Supreme Court, way back in the year 1977, has decided the issue whether the contract entered between the State and the person aggrieved is non-statutory and purely contractual and the rights and liabilities of the parties are governed by the terms of contract, and the petitioner complains about breach of such contract by the State cannot be held to be maintainable under the writ jurisdiction.

15. Mr. Bandyopadhyay further relied upon the judgment in the case of ***ABL International Ltd. and Another Vs. Export Credit Guarantee Corporation of India Ltd. and Others*** reported in ***(2004) 3 SCC 553*** and submits that in the said case, the Hon'ble Supreme Court has allowed the claim only on the ground that the maintainability of the petition was rejected by the High Court on 15th May, 1997 and the Special Leave Petition was taken up for hearing in the year 2003. Thus, due to taking note of distance of time and stage of litigation, the Hon'ble Supreme Court, instead of relegating the parties to the suit, has directed the appellant to pay the amount.

16. Mr. Bandyopadhyay has further relied upon the judgment passed by the Hon'ble Division Bench of this Court in the case of ***Punjab National Bank and Ors. Vs. Tapas Dhara and Ors.*** in ***FMA 14 of 2023*** dated 4th May, 2023 wherein, the Hon'ble Division Bench of this Court held that pursuant to the conditions contained in the lease agreement, if the writ petitioner seeks to specifically enforce the terms of agreement, his remedy lies elsewhere.

17. Mr. Bandyopadhyay, by referring the judgment of the ***Punjab National Bank and Ors.*** (supra) and the judgment passed in the case of ***Pradip Dhar*** (supra) by the Hon'ble Division Bench, submits that in one case, the same Hon'ble Chief Justice of this

Court has held that the writ petition is maintainable and in the other case, it was held that the writ petition is not maintainable due to the conditions contained in the lease agreement which the Writ Court cannot decide the same. Thus, the judgment relied on by the petitioner, is not applicable in the present case.

18. Mr. Bandyopadhyay has further relied upon the judgment in the case of ***Har Shankar and Others Vs. The Dy. Excise and Taxation Commr. and Others*** reported in ***(1975) 1 SCC 737*** and submits that the appointment was contractual in its nature and the duties and obligations arising out of the contract could not be enforced by the machinery by way of a writ under Article 226 of the Constitution of India.

19. Mr. Bandyopadhyay, relying upon the judgments in the case of ***M/s Radhakrishna Agarwal and Others*** (supra) and ***Har Shankar and Others*** (supra), submits that the judgment passed by the Hon'ble Division Bench of this Court in the case of ***Pradip Dhar*** (supra) and ***Punjab National Bank and Ors.*** (supra) are *per incuriam.*

20. Heard the learned counsel for the respective parties, perused the materials on record and the judgments relied by the parties.

21. It is the specific case of the petitioner that initially in the year 2013, a lease deed was entered between the petitioner and the

Bank. The lease deed came to an end on 30th September, 2022. As per the lease deed, there is a clause of renewal for a period of five years as well as the revision of the monthly rent. The petitioner has opted for renewal of the lease period of the Bank with an option for enhancement of the monthly lease rent at the rate of Rs. 40/- per sq. ft. for a total area of 3309 sq. ft. On receipt of the proposal of the petitioner, the Bank has informed the petitioner that the Bank is not intending to continue with the total portion of the area and Bank will surrender an area of 1868 sq. ft. adjacent to the roadside and will continue with the tenancy for the rest portion of 1441 sq. ft. The Bank has also agreed to pay Rs. 40/- per sq. ft. being the monthly rent of the retaining portion. It is also the specific case of the petitioner that after the decision taken by the petitioner and the Bank, an agreement was entered between the parties on 10th April, 2024 with respect to an area of 1441 sq. ft. at the rate of Rs. 40/- per sq. ft. per month including G.S.T., K.M.C. Tax and surcharges and the agreement will be effective from 1st march, 2024.

22. It is the claim of the petitioner that the lease deed dated 25th February, 2023 expired on 30th September, 2022 and the subsequent lease deed was executed on 10th April, 2024 with effect from 1st March, 2024 and as such, the respondent/Bank is liable to pay the arrears of rent from 1st October, 2022 till 25th April, 2024 at the rate of Rs. 40/- per sq. ft. per month along with G.S.T., K.M.C. Tax and surcharges for the entire first floor of the premises, i.e. 3309 sq. ft. As the Bank has handed over the part possession of the premises to the petitioner only on 25th September, 2024 and as such, the Bank is liable to pay the monthly lease rent at the rate of Rs. 40/- per sq. ft. including G.S.T., K.M.C. Tax and surcharges for the said portion of 1441 sq. ft. out of 3309 sq. ft. with effect from 1st March, 2024. The claim of the petitioner is that the Bank is liable to pay a sum of Rs. 17,93,817/- after adjusting of payment of arrears of rent, i.e. Rs. 13,62,759/- together with interest at the rate of 12 % per annum from the due date till the date of actual payment.

23. This Court finds that as per the conscious decision arrived at between the parties, the Bank is ready to pay the monthly rent of Rs. 40/- per sq. ft. after surrendering an area of 1868 sq. ft. out of total area of 3309 sq. ft and accordingly, the agreement was entered which was given effect from 1st March, 2024.

24. Now, the petitioner is claiming the arrears of rent after the agreement expired and before the agreement is entered. The respondent/Bank is denying with regard to the said claim of the petitioner. Whether the Bank is liable to pay the arrears of rent as claimed by the petitioner from 1st October, 2022 to 25th September, 2024, is the disputed question of fact. The respondents in their affidavit-in-opposition have denied with regard to increase of rent from Rs. 13/- per sq. ft. to Rs. 40/- per sq. ft. Whether the said rent of Rs. 40/- per sq. ft. is to be paid from 1st October, 2022 till 25th September, 2024 is required to be decided only after the evidence. In the agreement, the petitioner has not shown that for the said period, the Bank is required to pay the said amount at the rate of Rs. 40/- per sq. ft. The judgment relied upon by the petitioner in the case of ***Pradip Dhar*** (supra), there is an admitted rent in terms of the agreement and as such, the Writ Court as well as the Appellate Court had held that the writ petition is maintainable. In the present case, though there is an admission with regard to Rs. 40/- per sq. ft. per month, i.e. in terms of the agreement which has been given effect to from 1st March, 2024 but the arrears is not admitted and thus, which is not admitted and is disputed by one party, this Court cannot entertain the writ application.

25. The judgment relied by the respondents is a settled position of law that if there is a disputed question of fact, the Writ Court cannot decide the said disputed question and is to be relegated to the Civil Court.

26. Considering the above, this Court finds that the writ petition filed by the petitioner involved disputed question of fact which cannot be decided in the writ petition.

27. Accordingly, **WPA 3222 of 2026** is **dismissed**.

28. However, the dismissal of the present writ application will not prevent the petitioner from taking appropriate steps before the appropriate Court of law for recovery of the arrears of rent as claimed by the petitioner in accordance with law.

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

30. Urgent photostat certified copies of this judgment and order, if applied for, be given to the parties upon compliance of all necessary formalities.

(Krishna Rao, J.)

Suvayan, A.R.(Ct.)/
Rohan, A.R.(Ct.)