IN THE HIGH COURT AT CALCUTTA

CONSTITUTIONAL WRIT JURISDICTION

APPELLATE SIDE

WPA 10419 OF 2025
Barnali [Samanta] Mandal
Vs.
The State of West Bengal & Ors

Before: The Hon'ble Justice Arjun Ray Mukherjee

For the Petitioner	**:**	**Mr. Salil Kumar Maiti, Adv.**
For the Respondent Nos. 2-10.	**:**	**Mr. Ranjay De, Sr. Adv.,** **Mr. B. Banerjee, Adv.,** **Mr. A.A.Bose, Adv.**
For the respondent Nos. 11.	**:**	**Mr. Kanai Lal Samanta, Adv.**
CAV on	**:**	**15.10.2026**
Judgment delivered on	**:**	**16.11.2026**
Judgment uploaded on	**:**	**16.11.2026**

Arjun Ray Mukherjee, J.

1. The petitioner is an Assistant Teacher of Kolaghat Thermal Power Station Primary School, which is a government aided primary school.

2. On 18th September, 2008, the petitioner submitted an application before the General Manager, Kolaghat Thermal Power Station, [hereafter 'KTPS'], which is under the West Bengal Power Development Corporation, for allotment of a quarter within the KTPS area. The respondents / KTPS Authority, by a memo dated 5th December, 2008, allotted an 'F' type quarter to the petitioner at the rate of Rs. 816/- per month towards rent subject to further revision.

3. The possession of the quarter (hereafter 'the said quarter') was handed over to the petitioner on 8th December, 2008.

4. By a circular dated 18th January, 2016, the KTPS authority revised the monthly rent of an 'F' type quarter to Rs. 979/-. Subsequently, the KTPS authority issued another circular dated 10th November, 2016, whereby a guideline was

framed for allotment of departmental quarters of KTPS to outside agencies or outsiders.

5. Clauses 3, 4 and 5 of the said circular dated 10th November, 2016, read as follows:

> *"3. In case of allotment to the government employees/bank/school/WBSEDCL/DVC etc. other than offices of the Government Department/Post Office, the house rent allowance payable to such employee, if he had not been allotted any departmental quarters by parent department will be charged as rent and which is to be paid to WBPDCL directly. There will be no question of recovery of such rent from the concerned department by KTPS/WBPDCL.*
>
> *Allotment of quarters to government officials/offices can be made maximum for 11 month at one go which may further be renewed subject to fresh evaluation. However, quarters to the employees of WBSETCL/DVC can be allotted*

maximum for two years in one go subject to further renewal.

"4. Apart from government organization/government officials and other outsiders mentioned at point no. 2 above, A-type and F type quarters may also be allotted to following outside agencies subject to availability:-

a) <u>Allotment for overhauling requirement:-</u>

Quarters may be allotted to outside agencies engaged for schedule overhauling of units on temporary basis to accommodate their skilled workers/supervisors as per certification of the Utilization Department.

b) <u>Allotment for extension projects/new projects:-</u>

Quarters may be allotted to outside agencies and authorized sub-agencies approved by WBPDCL in requirement of construction/ commissioning/R&M activities of the project on temporary basis. However, in such cases, allotment would be made in the name of principal contractor or authorized approved sub-

contractors. Quarters to be allotted to the agency as per terms and conditions of contract/work order for the period till completion of the job. However, at one go initially quarter may be allotted maximum for a period of one year subject to condition of further renewal but in no case allotment shall be beyond the tenures of contract/work order".

"5. The following per month rent to be charged for allotment of A-type /F-type quarters to government organization and from the outside agencies mentioned at point no. 4(a) and 4(b) above if the quarter is allotted to them:-

Per month rent for A- type quarter: Rs. 3,956/-

Per month rent for F- type quarter: Rs. 4,316/- ."

6. Since the petitioner did not pay rent in terms of the circular dated 10th November, 2016, the KTPS authority, by a memo dated 3rd August, 2020, requested the petitioner to pay

a sum of Rs. 53,485/- towards arrears of rent within 30 days from the date of receipt of the memo. The petitioner on 15th October, 2020 duly deposited the said amount. The KTPS authority once again requested the petitioner vide their memo dated 13th December, 2021 to clear the dues towards rent of the said quarter. The petitioner subsequently on 22nd December, 2021 further paid Rs. 16643/- towards rent of the said quarters. Therefore, it appears from the records that, from time to time, arrears of rent became due and payable by the petitioner to the KTPS authority.

7. The petitioner subsequently received an eviction notice dated 22nd April, 2025, for non-payment of Rs. 2,82,528/- from November, 2016, to December, 2024, towards arrears of Housing Rent Allowance (HRA). The petitioner was informed that the management of KTPS, after careful consideration, had decided to discontinue the accommodation facility provided to her as per clause 10 of the office order dated 1st June, 2016.

8. The petitioner, by filing the instant writ petition, has challenged the eviction notice dated 22nd April, 2025.

9. Mr. Salil Kumar Maiti, learned advocate appearing for the petitioner, submitted that the impugned eviction notice dated 22nd April, 2025, was illegal to the extent that the decision contained in the said eviction notice was contrary to the circular dated 10th November, 2016. Accordingly, he submitted that the said eviction notice was liable to be quashed.

10. Per contra, Mr. Ranjay De, learned senior advocate appearing for the respondents /KTPS authority, submitted that the said eviction notice dated 22nd April, 2025 had been issued in accordance with the provisions of the circular dated 10th November, 2016. The petitioner was a defaulter and therefore, there was no illegality or procedural irregularity on the part of the respondents in issuing the eviction notice dated 22nd April, 2025.

11. Heard the parties.

12. It appears that the circular dated 10th November, 2016, was a guideline which was framed by the KTPS authority for those who are outsiders or outside agencies in whose favour quarters have been or would be allotted. Admittedly the petitioner was an outsider who had been allotted a quarter by the KTPS authority. Clause 3 of the said guideline, referred to hereinabove, clearly, inter alia, provides that in case of allotment of quarters to employees of schools, the house rent allowances payable to such employees, provided they had not been allotted any departmental quarters by their parent department, would be charged as rent and paid directly to WBPDCL.

13. Clause 3 of the said guideline, for all intents and purposes, applies to the petitioner as the rates fixed under Clause 5 are applicable to those who fall within the purview of clause 4 thereof, that is, "allotment for overhauling requirement" and "allotment for extension of project/ new project."

14. Therefore, the petitioner, in view of clause 3 of the said circular, is required to pay the house rent allowance, payable to her by her employer, directly to WBPDCL.

15. In view of the above, there is no infirmity in the eviction notice dated 22nd April, 2025, issued by the KTPS authority. It is, however, not understandable as to why the KTPS authority did not raise this issue immediately after issuance of the circular of 2016 and why there is a delay of almost ten years in raising the issue of arrear rent. In any event, the petitioner is duty-bound to pay such amount, as she has enjoyed the said quarter provided by the KTPS authority for the aforesaid period and further the guideline framed in this regard by the said Corporation is binding on the petitioner. In any event, no legally protected right of the petitioner has been infringed.

16. In view of the above, the petitioner is directed to pay the aforesaid amount to the KTPS authority in eight equal monthly installments to be paid on or before the 10th day of each month, commencing from December, 2026, failing which the

KTPS authority would be at liberty to take consequential steps in accordance with law.

17. The writ petition stands disposed of.

(Arjun Ray Mukherjee, J.)