

11.08.2026

Sl. No.: 1

Court No.7

BM

WPA 20057 of 2026

TAPAS KARMAKAR

VS

STATE OF WEST BENGAL AND ORS.

Mr. Kushal Chatterjee

Mr. Debabrata Roy

Mr. Oishik Chatterjee

... for the petitioner

Ms. Indrani Chakraborty

Mr. Falguni Bandyopadhyay

... for the State

Mr. Sharanya Chatterjee

Mr. Arnab Sinha

Mr. Subhajit Barman

Mr. Aritra Ghosh

Ms. Riya Kundu

... for the respondent no.6

1. Mr. Sharanya Chatterjee, Learned Advocate appearing for the respondent Bank hands up to Court a print out of an e-mail dated August 11, 2026 sent by the respondent Bank to the writ petitioner and submits that upon the petitioner's offer for one time settlement of the loans, the Bank has made a counter offer.

2. The e-mail records the same as follows:-

"In view of the above, we are making the following counter offer for OTS of the two loan accounts in the name of Tapas Karmakar and three loan accounts in the name of M/s. Sikha Enterprise (Proprietor- Tapas Karmakar) maintained with our Sheakhala Branch:

1. Total OTS amount of Rs. 14.50 Lakhs.

2. Upfront amount of Rs. 3.00 Lakhs to be paid by cash deposit or RTGS/NEFT within banking hours of today.

3. Remaining OTS amount of 11.50 Lakhs to be paid within 30.09.2026, for which amount one post-dated cheque of any date on or before 28.09.2026 to be submitted today.

Please note that the above invitation for OTS offer is subject to the following terms and conditions in addition to the regular terms that may be communicated to the petitioner in the final OTS approval:

1. This is an invitation for OTS offer and it will remain valid only for today if an offer is made in writing on these exact terms by the borrower/petitioner with the upfront payment and the post-dated cheque mentioned before any acceptable bid is received by the bank for the mortgaged property that is in auction today. This invitation may not be used on any future date if not acted upon within today before receipt of any acceptable bid.”

3. Copy of the e-mail handed up to the Court is taken on record.

4. Mr. Kushal Chatterjee, learned advocate appearing for the petitioner submits, upon instruction from the petitioner who is present in Court today, that the petitioner is agreeable to the aforesaid counter offer.

5. In such view of the matter, the petitioner may approach the Bank and act in terms of the counter offer made by the Bank and also make payments in accordance therewith.

6. Since, the parties have, in principle, agreed to certain terms as would be evident from the e-mail as recorded hereinabove, nothing remains to be ordered on this writ petition.

7. WPA 20057 of 2026 stands disposed of. No costs.

(Om Narayan Rai, J.)