IN THE HIGH COURT AT CALCUTTA

(Constitutional Writ Jurisdiction)

ORIGINAL SIDE

Present:

The Hon'ble Justice Krishna Rao

W.P.O. No. 107 of 2026

With

GA No. 1 of 2026

IMC Limited & Anr.

Vs.

Board of Major Port Authority of Syama Prasad

Mookherjee Port, Kolkata & Ors.

Mr. Jishnu Chowdhury, Sr. Adv.
Mr. Sarosij Dasgupta
Mr. Sushovit Dutt Majumder
Ms. Sanskriti Agarwal
Ms. Rajeshwari Prasad
Ms. Sirin Firdous

....For the petitioners.

Mr. Subhankar Nag
Mr. Snehasish Sen
Mr. Abhishek Banerjee
Mr. Debdutta Mukhopadhyay

....For the respondents.

Hearing Concluded On : 14.07.2026

Judgment Delivered On : 19.08.2026

Judgment Uploaded On : 19.08.2026

<u>Krishna Rao, J.</u>:

1. The petitioners have filed the present writ petition challenging the notice dated 24th February, 2026, issued by the respondent no.3, intimating the petitioners that the matter will be placed before the Estate Officer, the Adjudicating Authority under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971 in case of default in compliance of the notice issued to the petitioners and direction upon the respondents to act in terms of Clause-16 of the of the Land Policy Guidelines for Major Ports, 2014 and to take steps to publish, conduct and conclude the tender-cum-auction in respect of Plate Nos. D-136/4/A/1 and D-136/4/A and D-136/5.

2. On 15th July, 1997, two Indentures of Lease were executed between the petitioners and the respondents with respect to Plate Nos. D-136/4/A/1 for a total measuring area of 2738.84 Sq. Meters on a monthly rent of Rs. 8,709.51 for an initial period of 20 years effective from 15th February, 1991 and D-136/4/A for a total measuring area of 5536.93 Sq. Meters on a monthly rent of Rs. 17,607.45 for an initial period of 10 years effective from 15th February, 1991, respectively. By a letter dated 7th March, 2002, the respondents further leased out Plate No. D-136/5, measuring an area of 806.230 Sq. Meters for a period of 15 years with effect from 15th February, 2001, on *"as is where is basis"*.

The petitioners time and again requested the respondents for extension of their possession of their respective premises but the respondents have not considered the request of the petitioners.

3. Mr. Jishnu Chowdhury, Learned Senior Advocate, representing the petitioners submits that with respect to Plate Nos. D-136/4/A and D/136/5, both the leases of the respective Plates expired on 14th February, 2016 and after expiry, no bills were raised by the respondents until October, 2019. In the month of October, 2019, the respondents raised bills for the period from 15th February, 2016 to 31st October, 2019. He submits that the said bills ought to have been raised as per the revised Schedule published on 31st May, 2017 but they were raised on the basis of original schedule of rate. He submits that till the month of October, 2022, bills were raised on the basis of the original schedule. He submits that even after the Committee of the respondents published the rates operative from 26th October, 2022 but the bills were raised at higher rates. He submits that the petitioners have made payment as per the claim made by the respondents, thus the petitioners have made excess payment. He submits that the petitioners are entitled to get refund of Rs. 1,88,37,584/- from the respondents along with interest.

4. Mr. Chowdhury submits that the respondents have not taken any steps for tender-cum-auction of the three plates and on the other hand, the respondents are making wrongful demand by the letters dated 4th March, 2024, 27th March, 2025 and 24th February, 2026. He submits that by a letter dated 27th March, 2025, the petitioners were requested to make payment of sum of Rs. 1,92,35,329/- and Rs. 7,17,30,493/- respectively and to hand over possession of the said premises within 30 days.

5. Mr. Chowdhury submits that the respondents by ignoring and disregarding their own land policy as well as the order of TAMP have issued the impugned notice dated 24th February, 2026, which is absolutely bad in law and without any authority. He submits that neither the notice nor the enforcement of Land Allotment Policy is within the jurisdiction of the Estate Officer. He further submits that the petitioners have filed the present writ petition much prior to the Estate Officer's notices dated 3rd July, 2026, which were received by the petitioner on 8th July, 2026.

6. Mr. Subhankar Nag, Learned Advocate, representing the respondents submits that the Court discharging powers under Article 226 of the Constitution of India, is not the proper forum to determine complicated issues of fact as well as computation of compensation. The adjudication of excess payment or what is the actual amount payable by the petitioners in terms of relevant land policy guidelines and on tariff published by the TAMP is exclusively the jurisdiction of Estate Officer under Section 7 of Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

7. Mr. Nag submits that as per the order issued by TAMP and from the land policy guidelines, it is the duty of the petitioners to pay compensation/ rates/ damages at the rate of 3x SoR. He submits that lease of the petitioners with respect of Plate No. D-136/4/A/1 has expired in the year 2011, with respect to Plate No. D-136/4/A and Plate No. D-136/5 has expired in the year 2016 and thus the petitioners became unauthorized occupants.

8. Mr. Nag submits that the question of renewal will only arise when the respondent decides to utilize the land further and that too with an intention to put it on tender with first right of refusal. He submits that the petitioners are neither having any statutory right nor any fundamental right to seek such prayer.

9. Mr. Nag submits that not only steps have been initiated under Public Premises Act but the Estate Officer has started proceeding under the said Act.

10. Mr. Nag relied upon the judgment in the case of ***Calcutta Dies and Tools Mfg. Co. Pvt. Ltd. and Anr. Vs. The Board of Trustees for the Port of Kolkata and Another*** in ***WP No. 1748 of 2008*** dated ***3rd December, 2008*** and submits that the Coordinate Bench of this Court referred the matter to the Hon'ble Division Bench on the issue whether a notice is issued on the basis of factual allegations of breach of terms and conditions of tenancy such as default in payment of rent, damage to the premises, unauthorized transfer and the like, which are denied by the tenant, the prescribed authority under the provisions of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, would have to adjudicate the correctness of the allegations. The Hon'ble Division Bench of this Court held that:

> *"The decision of the landlord of any public premises may ordinarily not be entertained if it is based on the breach of the principles of natural justice, for the procedure under the said Act would take care of such complaint if the landlord seeks to make the decision to determine the lease or terminate the authority to occupy the public premises, effective.*
>
> *It is not necessary that a statutory authority landlord be required to consider the response to a notice to quit before such landlord can take the matter before the estate officer. It is always open to a statutory landlord to withdraw its notice to quit upon receiving the lessee or occupier's reply thereto, but if the statutory landlord chooses to take the matter to the estate officer, it cannot always be faulted. In other words, it is not incumbent on the statutory landlord to deal with the objections raised by a lessee or an occupier in response to the notice to quit before the statutory landlord can carry the demand to the estate officer."*

11. The Policy Guidelines for Land Management by Major Ports, 2014, was finalized. The said guidelines have been approved by the Union Cabinet on 2nd January, 2014. Clause 16.3 of the guidelines provided Renewal of Existing Leases, which reads as follows:

> *"**16.3. Renewal of Existing Leases:***
>
> *(a) In cases of renewal of existing leases with or without renewal option, the Port should verify if the land is required for its own use. If it is so required, the Port shall take possession of the land on expiry of lease.*

(b) If the land is not required by the Port for its own use, the Port should then check whether the land use is consistent with the land use plan and whether the lessees are not in default. Thereafter, if it is so, the following procedure will be adopted for renewal of lease of land outside the custom bond area.

(c) During the process of renewal of existing leases, the Port is required to differentiate between those lease- agreements that stipulate automatic renewal and those that do not provide for such automatic renewal at the end of the lease-period. In cases of renewal of existing leases, without automatic renewal option at the end of the lease-term, the land will be put to tender-cum-auction with the first right of refusal to be extended to the existing lessee. The existing lessee should be allowed to match the H-1 bid. If any structures has been constructed by the earlier lessee on the leased land, it would be valued by a third party valuer to be agreed upon by the Port Trust and the earlier lessee and the successful bidder has to remit the value of the structures which would be passed on to the previous lessee The bidding and auction would be only on the reserve price of the land. With a view to dissuade non-serious bids, EMD for a valid bid should be fixed at 10% of the updated/latest market value of the land being put on tender. If the only bidder is the existing lessee, the annual lease rental would be determined on the basis of the updated/latest market value notified as per Para 18(c) or the price quoted by the existing lessee in the tender-cum-auction, whichever is higher.

(d) In respect of lease agreements with automatic renewal option, the lease can be renewed by the Port Trust Board by treating it as a fresh lease at the updated/ latest market value, notified as per Para 18(c).

(e) No renewal clause is to be provided in the lease- agreements entered into after coming into effect of these guidelines.

(f) Any renewal of lease to the original party over and above the existing period is to be approved by the Board, provided that the cumulative lease period does not exceed 30 years.

(g)Any extension beyond 30 years and for a maximum period of 99 years has to be recommended by the Port Trust Board and the same will be examined and scrutinized by the Empowered Committee which would satisfy itself regarding the justification for such extension and competitiveness of the rate at which such extension is to be granted. Thereafter, approval will be granted by the Government.

(h) After the expiry/termination of lease and despite receiving the notice thereof, or forfeiture of lease on account of change of user, assignment etc., if the lessee continues to occupy it unauthorizedly, the lessee shall be liable to pay compensation for wrongful use and occupation at three (3) times the annual lease rent based on updated/latest market value, till vacant possession is obtained by the Port. In cases of land allotted on upfront basis, the equivalent annual lease rent would be calculated on pro-rata basis.

(i) For existing leases, at the time of expiry/ termination of lease, the lessee shall remove all structures at his own cost under the following conditions:-

(a) Within three (3) months of expiry/ termination, if Port decides not to re-auction that land; or,

(b)Three months after tender-cum-auction, if the existing lessee was not successful.

Beyond this period, the lessee shall be liable to pay compensation for wrongful use and occupation at three (3) times the annual lease rent, till vacant possession is obtained. In cases of land allotted on upfront basis, the equivalent annual lease rent would be *calculated on pro-rata basis. If the Port so decides, for reasons to be recorded and approved by the Port Trust Board, it may also take over the structures after third party valuation of the assets with the concurrence of the lease holder. In case removal of structure is to be carried out by the Port, it would be at the cost of lessee.*

(j) The process of renewal of existing leases should be initiated by the respective Ports well in advance, before the term of lease expires. The automatic renewal of existing leases should be preferably done within three months of receipt of such application for renewal. Liability to pay compensation for wrongful use by the lessee will not arise, if the delay in renewing such leases is wholly attributable to the Port.

(k)In respect of old leases, where the terms of lease stipulate automatic renewal at pre-determined rates, such cases are to be reviewed by the Board on a case-to-case basis from the point of view of the reasonability of such terms of renewal, including the rates. In such cases, the endeavor should be to migrate to lease rentals based on latest market value."

12. As per Clause 16.3 of the Land Policy Guidelines in cases of renewal of existing leases with or without renewal option, the Port should first verify whether the land is required for its own purpose and if required, the Port shall take possession of the land on expiry of lease and if it is not required by the Port for its own use, then the Port should first check whether the land use in consistent with the land use plan and whether the lessees are not in default, thereafter the Port is required to differentiate between those lease agreements that stipulate automatic renewal and those do not provide for such automatic renewal at the end of lease period. In case the renewal of existing leases, without automatic renewal option at the end of the lease-term, the land will be put to tender-cum-auction with the first right of refusal to be extended to the existing lessee.

13. The leases of the petitioners are without automatic renewal option. The petitioners on expiry of lease period requested the respondents for renewal but the respondents have not put the said plates on tender-cum-auction.

14. In the meantime, by an order dated 17th September, 2016, the Tariff Authority of Major Ports (hereinafter referred to as "TAMP") revised the Schedule of Rates (hereinafter referred to as "SoR") with effect from 7th April, 2011. On 8th November, 2016, the respondents issued notice to the petitioners indicating the revised schedule of rates with respect to Plate No. D-136/4/1/A being the total rent of Rs.35,81,074/- including monthly rent, service tax and tax on land and requested the petitioners to arrange to liquidate the dues within one month from the date of the letter. On 12th September, 2023, the respondents have again issued a final notice to the petitioners with respect to all plates claiming to liquidate the outstanding dues along with interest within 21 days, otherwise the respondents will initiate appropriate steps in accordance with law. The respondents have issued notice to the petitioners time and again and finally on 24th February, 2026, issued the impugned notice.

15. The order passed by TAMP is effective with effect from 7th April, 2011. The petitioners are claiming that as per the revised rate, the petitioners are entitled to get an amount back from the respondent authorities instead of paying the amount claimed by the respondents.

16. In the impugned notice dated 24th February, 2026, the respondent authorities have indicated that if the petitioners failed to comply with the notice, there is no other alternative but to place the matter before the Estate Officer, under the Public Premises (Eviction of Unauthorized Occupants) Act, 1971.

17. Sections 4, 5 and 7 of the Act of 1971, reads as follows:

> ***"4. Issue of notice to show cause against order of eviction.—***
>
> *[(1) If the estate officer has information that any person is in unauthorised occupation of any public premises and that he should be evicted, the estate officer shall issue in the manner hereinafter provided a notice in writing within seven working days from the date of receipt of the information regarding the unauthorised occupation calling upon the person concerned to show cause why an order of eviction should not be made.*
>
> *(1A) If the estate officer knows or has reasons to believe that any person is in unauthorised occupation of the public premises, then, without prejudice to the provisions of sub-section (1), he shall forthwith issue a notice in writing calling upon the person concerned to show cause why an order of eviction should not be made.*
>
> *(1B) Any delay in issuing a notice referred to in sub-sections (1) and (1A) shall not vitiate the proceedings under this Act.]*
>
> *(2) The notice shall—*

(a) specify the grounds on which the order of eviction is proposed to be made; and

[(b) require all persons concerned, that is to say, all persons who are, or may be, in occupation of, or claim interest in, the public premises,—

(i) to show cause, if any, against the proposed order on or before such date as is specified in the notice, being a date not [later than] seven days from the date of issue thereof, and

(ii) to appear before the estate officer on the date specified in the notice along with the evidence which they intend to produce in support of the cause shown, and also for personal hearing, if such hearing is desired.]

(3) The estate officer shall cause the notice to be served by having it affixed on the outer door or some other conspicuous part of the public premises, and in such other manner as may be prescribed, whereupon the notice shall be deemed to have been duly given to all persons concerned.

(4)[xxx]

5. Eviction of unauthorised occupants.—

[(1) If, after considering the cause, if any, shown by any person in pursuance of a notice under section 4 and any evidence produced by him in support of the same and after personal hearing, if any, given under sub-clause (ii) of clause (b) of sub-section (2) of section 4, the estate officer is satisfied that the public premises are in unauthorised occupation, the estate officer shall make an order of eviction, for reasons to be recorded therein, directing that the public premises shall be vacated, on such date as may be specified in the order but not later than fifteen days from the date of the order, by all persons who may be in occupation thereof or any part thereof, and cause a copy of the order to be affixed on the outer door or some other conspicuous part of the public premises:

PROVIDED that every order under this sub-section shall be made by the estate officer as expeditiously as possible and all endeavour shall *be made by him to issue the order within fifteen days of the date specified in the notice under sub-section (1) or sub-section (1A), as the case may be, of section 4.]*

(2) If any person refuses or fails to comply with the order of eviction [on or before the date specified in the said order or within fifteen days of the date of its publication under sub-section (1), whichever is later,] the estate officer or any other officer duly authorised by the estate officer in his behalf [may after the date so specified or after the expiry of the period aforesaid, whichever is later, evict that person from, and take possession of, the public premises and may, for that purpose, use such force as may be necessary:

[PROVIDED that if the estate officer is satisfied, for reasons to be recorded in writing, that there exists any compelling reason which prevents the person from vacating the premises within fifteen days, the estate officer may grant another fifteen days from the date of expiry of the order under sub-section (1) to the person to vacate the premises.]

7. Power to require payment of rent or damage in respect of public premises.—

(1) Where any person is in arrears of rent payable in respect of any public premises, the estate officer may, by order, require that person to pay the same within such time and in such instalments as may be specified in the order.

(2) Where any person is, or has at any time been, in unauthorised occupation of any public premises, the estate officer may, having regard to such principles of assessment of damages as may be prescribed, assess the damages on account of the use and occupation of such premises and may, by order, require that person to pay the damages within such time and in such instalments as may be specified in the order.

[(2A) While making an order under sub-section (1) or sub-section (2), the estate officer may direct that the arrears of rent or, as the case may be, damages shall be payable together with

[compound interest] at such rate as may be prescribed, not being a rate exceeding the current rate of interest within the meaning of the Interest Act, 1978 (14 of 1978).]

(3) No order under sub-section (1) or sub-section (2) shall be made against any person until after the issue of a notice in writing to the person calling upon him to show cause [within seven days from the date of issue thereof], why such order should not be made, and until his objections, if any, and any evidence he may produce in support of the same, have been considered by the Estate Officer.

[(4) Every order under this section shall be made by the estate officer as expeditiously as possible and all endeavour shall be made by him to issue the order within fifteen days of the date specified in the notice.]"

18. In the case of ***Vijay Kumar Arya Vs. Board of Trustees*** reported in ***(2008) 1 CLT 410,*** His Lordship held that:

"It would appear from the above provisions, insofar as the same are relevant for deciding the lis in the present case, that the Estate Officer on formation of an opinion (obviously tentative) that (i) a person in in occupation of a public premises after the authority under which he was allowed to occupy the same has been determined for any reason whatsoever and that (ii) he should be evicted may issue notice in the manner prescribed (Form "A") calling upon the person/occupant to show cause why an order of "A" is required to specify the ground on which order of eviction is proposed to be made. Enquiry contemplated in section 8 of the P.P. Act appears to be in relation to the exercise of finding out whether any party is in unauthorized occupation of a public premises or not [read: 'is in occupation after determination of authority or not' {section 2(g)}], and not whether the notice to quit, based on whatever reason, is legal, valid and/or proper on facts. Upon consideration of the cause shown and on hearing the witnesses and on appreciation of the evidence that might be adduced, the Estate Officer after recording a

satisfaction that a public premises is in unauthorized occupation shall make an order for eviction with reasons directing that such premises shall be vacated by those in occupation thereof [section 5]. Failure to comply with the order of eviction may entail consequence as specified in the P.P. Act……"

This Court, therefore, holds that if a party intends to call in question an Article 12 authority's decision to revoke or determination the authority by which he was continuing in occupation of a public premises infringing his fundamental or other rights (even if the action be one in terms of the T.P. Act) on alleged non-existent grounds, such question can never be raised before the Estate Officer under the P.P. Act and if grounds are available for judicial review of the process of decision making leading to the ultimate, decision of revocation or determination of the authority, a writ petition may be maintainable."

19. In the case of ***Calcutta Dies and Tools Mfg. Co. Pvt. Ltd. (supra),*** her Ladyship held that by considering the judgment passed in the case of ***Vijay Kumar Arya (supra),*** referred the matter to the Hon'ble Division Bench by passing the following order:

"However, where a notice is issued on the basis of factual allegations of breach of terms and conditions of tenancy such a default in payment of rent, damage to the premises, unauthorized transfer and the like, which are denied by the tenant, the prescribed authority under the 1971 Act would have to adjudicate the correctness of the allegations.

If the provisions of the 1971 Act were to be construed to mean that the prescribed authority could never go behind a notice terminating the tenancy, not even the correctness of the factual allegations contained in the notice of termination, the provisions relating to adjudication and taking of the evidence would be meaningless exercise, for every time there were a notice of termination, the prescribed authority under the 1971 Act would *have no option but to conclude that the notice was in unauthorized occupation, on the presumption that the notice was valid.*

If the prescribed authority were bound by the notice, the prescribed authority would be obliged to arrive at a finding of unauthorized occupation, once the notice period expired. The prescribed authority would always have to pass an order of eviction. It could not have been the legislative intent that the provisions of Sections 4 and 5 should be an idle formality.

Since I am unable to agree with the view of another Single Judge that the Estate Officer cannot adjudicate the correctness of the grounds disclosed in a notice of eviction, judicial propriety demands that the writ application be referred to a Division Bench."

20. In the case of ***Calcutta Dies & Tools Mfg. Co. Pvt. Ltd. & Anr. Vs. The Board of Trustees for the Port of Kolkata & Another*** reported in ***2012 SCC OnLine Cal 2906,*** the Hon'ble Division Bench has passed the following order:

"It appears that the matter has been referred before this Division Bench by the learned Single Judge on the question that whether the prescribed authority under the 1971 Act could examine or interfere with a notice of termination of tenancy, lease or licence and if so, to what extent and/or on what grounds and further the Court has referred the issue before this Division Bench whether the reference has become infructuous by the reason of the subsequent judgment of the Division Bench and/or or the Supreme Court in Vijay Kumar Arya's case, is to be decided by; the Division Bench.

It appears to us that the Division Bench in MAT No. 2847 of 2007 in connection with W.P. No. 932(W) of 2007 duly dealt with the matter and the Division Bench after hearing the parties held as follows:

"A writ petition founded on a challenge to the decision of the landlord of any public premises may ordinarily not be entertained if it is based on the breach of the principles of natural justice, for the procedure under the said Act would take care of such complaint if the landlord seeks to make the decision to determine the lease or terminate the authority to occupy the public premises, effective.

In the instant case the writ petitioners raised a dispute, not questioning the jurisdiction of the appellants but questioning their motive and their rationale. These were fit matters that ought to have been left to be assessed by the estate officer in the event the appellants chose to make their decision effective by moving the estate officer. The notice of July 28, 2006 issued by the appellants made it clear that the appellants would place the matter before the estate officer in case of default on the writ petitioners' part to comply with the notice. There was no suggestion, far less a possibility as in the Anamallai Club case, of the appellants attempting to forcibly take over possession of the public premises. There could have been no apprehension, in such circumstances, on the writ petitioners' part that they would be condemned unheard as the writ petitioners were still left free to urge all grounds taken in their reply of August 11, 2006 before the estate officer when the appellants applied before such officer.

It is not necessary that a statutory authority landlord be required to consider the response to a notice to quit before such landlord can take the matter before the estate officer. It is always open to a statutory landlord to withdraw its notice to quit upon receiving the lessee or occupier's reply thereto, but if the statutory landlord chooses to take the matter to the estate officer, it cannot always be faulted. In other words, it is not incumbent on the statutory landlord to deal with the objections raised by a lessee or an

> *occupier in response to the notice to quit before the statutory landlord can carry the demand to the estate officer."*
>
> *In these circumstances the Division Bench held that the writ petitioners are left free to urge all grounds that may be available to them in the proceedings before the estate officer. In view of that we do not find that there is any reason at this stage to pass any order since the matter has already been settled by the Division Bench and we gave liberty to the writ petitioner to apply before the estate officer in accordance with the said opinion as expressed by the Division Bench in MAT No. 2847 of 2007.*
>
> *We make it clear that all points are left open to be urged before the estate officer by the writ petitioner.*
>
> *It is also to be noted that SLP was also preferred from the said judgment of the Division Bench which has been dismissed by the Hon'ble Supreme Court. Accordingly, no order need be passed on the writ petition except the order passed in those matters.*
>
> *This writ petition is thus disposed of.*
>
> *All parties concerned are to act on a xerox signed copy of this order on the usual undertakings.*
>
> *Urgent xerox certified copy of this order, if applied for, be supplied to the parties subject to compliance with all requisite formalities."*

21. In the leases, there is no clause of automatic renewal of existing lease. After expiry of lease terms, the respondents have not put to tender–cum-auction with the first right of refusal to be extended to the petitioners. The notices issued by the respondents to the petitioners, directed the petitioners to vacate the premises and to pay the outstanding dues which implied that the respondents are not intending to renew/ extend the lease period of the petitioners.

22. The respondents have already approached the Estate Officer for eviction of the petitioners and recovery of outstanding dues. As per Section 4 of the Public Premises (Eviction of Unauthorized Occupants) Act, 1971, the Estate Officer will issue the show cause notice to the petitioners and the petitioners will get an opportunity of hearing before the Estate Officer. After receipt of show cause reply of the petitioners, if any, submitted by the petitioners, the Estate Officer after considering the reply and documents relied by the parties will pass an appropriate order.

23. Section 7 of the Act of 1971, the Estate Officer has the power to decide with respect to any arrears of rent payable, damages and interest. The petitioners in its show cause reply can raise all the issues and if the petitioners raises any issue, the Estate Officer is required to adjudicate the claim and counterclaim of the parties taking into consideration of the Policy Guidelines for Land Management by Major Ports, 2014 and the order passed by TAMP dated 17th September, 2016.

24. In the case of ***Calcutta Dies & Tools Mfg. Co. Ltd. & Anr. (supra),*** the Hon'ble Division Bench of this Court held that the tenant can raise all the grounds available to them in the proceeding before the Estate

Officer and the Estate Officer has the jurisdiction to decide all the issues raised by the tenant in accordance with law.

25. In view of the above, the writ petition is disposed of by giving liberty to the petitioners to raise all the issues before the Estate Officer and if any claim is raised by the petitioners, the Estate Officer shall consider the same in accordance with law by giving an opportunity of personal hearing to the petitioners. It is made clear that the Estate Officer shall not be influenced with any observation, if any, made in this order and shall decide the dispute it its own merit.

26. **WPO No. 107 of 2026** is **disposed of**. Accordingly, **GA No. 1 of 2026** is also **disposed of**.

Parties shall be entitled to act on the basis of a server copy of the Judgment placed on the official website of the Court.

Urgent Xerox certified photocopies of this judgment, if applied for, be given to the parties upon compliance of the requisite formalities.

(Krishna Rao, J.)