

S/L 69  
24.02.2026  
Court. No. 25  
*Sourav*

**WPA 3944 of 2026**

**Ramesh Kumar & Ors.**

**Vs.**

**The State of West Bengal & Ors.**

*Mr. Debojyoti Basu*  
*Mr. Aditiya Chakraborty*  
*Ms. Pooja Sah*

*... for the petitioners.*

1. The petitioners have filed the present writ application challenging the notice dated February 13, 2026 wherein the Managing Director, WBTDCL informed the petitioners that no further extension of the management contract between WBTDCL and the Hotel Asansol Inn will be allowed and directed the petitioners to handover the key of the property to the manager in charge within 10 days from the date of issuance of the letter.
2. The petitioners say that on February 23, 2005, an agreement for management contract of Asansol Tourist Lodge has been entered between the petitioners and the respondents. As per Clause 16 of the said agreement, the period of contract is 21 years from the date of taking over the said property. It is also provided in the said clause that the time period may be extended on mutual consent with the parties.
3. The petitioners submit that though the agreement is dated 23.02.2005 but actual commercial operation of the property was started only on May 5, 2013 and as such, the petitioners have suffered severe loss from 2005 to 2013 as the petitioners could not be able to run the business for the said period. He further submits that the

petitioners have made representation on January 12, 2026 to the authorities for extension of the time of the lease period but instead of considering the request of the petitioners have issued the letter rejecting the request of the petitioners on February 13, 2026 and directed the petitioners to handover the key within 10 days.

4. Learned counsel for the petitioners submits that the petitioners have invested crores of rupees in the property and are running the business since the year 2013 though the agreement is from 2005 and, as such, the petitioners have requested for extension but without any reason, the respondent authorities have rejected the request of the petitioners and directed to vacate the property.
5. He submits that 23.02.2026 was the last date of the lease period and now the respondents are threatening petitioners for taking possession of the property in question at any point of time and as such, he prayed for an interim order restraining them for taking any action in terms of the communication dated February 13, 2026.
6. Heard the learned counsel for the petitioners.
7. The petitioners have filed the affidavit-of-service and the communication which shows that the petitioners have communicated to the respondents with regard to taking of the matter by this Court but none appears on behalf of the respondents.
8. This Court finds that on February 23, 2005, an agreement was entered between the petitioners and the respondents for management of Asansol Tourist Lodge.

It is the specific case of the petitioners though the agreement was entered on February 23, 2005 and the time period is 21 years but the original operation of the said property was started only on May 5, 2013 and as such, the petitioners have made request for extension of the lease period in terms of Clause 16 of the agreement but without any reason, the respondents have rejected the request of the petitioners and directed the petitioners to handover the key.

9. Considering the above, this Court finds that as per the agreement, the petitioners are in occupation of the property for management of the Asansol Tourist Lodge and from the year 2013, the petitioners are running the business over the property. By a communication dated February 13, 2026 the request of the petitioners was rejected for extension but without considering any reason, now the respondent authorities are threatening the petitioners to vacate the premises failing which they will evict the petitioners forcefully. This Court finds that the petitioners have made out a *prima facie* case and balance of convenience and inconvenience in favour of the petitioners. This Court also finds that if the interim order is not passed, there is apprehension that the respondents will take possession of the property from the petitioner at any point of time.
10. Accordingly, the respondents are restrained from disturbing the possession of the petitioners over the premises in question till March 23, 2026 or until further order whichever is earlier. The petitioners are given

liberty to communicate the gist of this order to the respondent authorities and the respondent authorities are directed to act in accordance with the gist of this order.

11. List this matter on March 19, 2026 under the heading **“Urgent Motion”**.

**(Krishna Rao, J.)**