

S/L 9  
12.06.2026  
Court. No. 25  
*suvayan*

WPA 12624 of 2026

Shiba Prosad Banerjee  
Vs.  
The State of West Bengal & Ors.

*Mr. Saptansu Basu, Sr. Adv.*  
*Mr. Swarup Paul*  
*Mr. Surya Maity*  
*Mr. Anish Roy*

*...for the petitioner.*

*Mr. Pulakesh Bajpayee*  
*Ms. Sneha Chatterjee*

*...for the State.*

1. The affidavit-of-service filed by the petitioner be kept with the record.
2. The petitioner has filed the present writ application challenging the impugned notice dated June 8, 2026 wherein the Superintendent, Katwa S.D. Hospital, Katwal, Purba Bardhaman directed the petitioner to voluntarily removed the unauthorized construction and to restore the site to its original condition within the period of seven days from the date of receipt of the notice, failing which the competent authority shall be at liberty to initiate demolition and eviction proceedings as per applicable laws, rules and governments orders.
3. It is the case of the petitioner that a tender notice was issued on November 1, 2018 for canteen services at Katwa S. D. Hospital. The work was awarded to the petitioner with the condition that the petitioner will construct the building and will run the canteen in the said premises. As per the terms and conditions of the tender, initially the

period is of 15 years which may extend up to another 15 years.

4. Learned counsel for the petitioner has relied upon the proposed plan on the basis of which the petitioner has to construct the canteen and approved the construction amount by the competent authority. Learned counsel for the petitioner submits that as per the approved plan, the petitioner has constructed the building and started business of canteen. In the meantime, in the year 2020 the respondent authorities have issued the notice for termination of the contract which was challenged by the petitioner before this Court and subsequently, the Hon'ble Division Bench of this Court in MAT 492 of 2020 dated October 13, 2020 set aside the impugned notice dated June 19, 2020 with the liberty to the respondents to issue a fresh notice on taking into account of the circumstances contemplated by the clauses of the agreement.
5. Learned counsel for the petitioner has emphasized upon the agreement and submits that in the agreement there is no clause of termination. The petitioner has relied upon Clause 14 of the agreement dated December 20, 2018 wherein it is mentioned that if the Hospital authority or any higher authority wishes to terminate the agreement during the lease period, the respective concerned authority will refund the actual value of the building at the current period of time, as fixed by the competent Government agency (PWD, Civil and PWD, Electric, etc.). He submits that the impugned notice is not issued in terms of the said clause. The impugned notice has been issued only on the

allegation that the petitioner has constructed the building without the approval of the authority wherein the document relied by the petitioner is otherwise.

6. Learned counsel appearing for the respondents submits that he has been recently engaged and he could not get the proper instruction and he prays for time to take instruction.
7. The petitioner has filed the affidavit-of-service which shows that the petitioner has served the notice at the Officer of the learned Government Pleader as well as the respondent authorities on June 10, 2026.
8. In the notice it is mentioned that if the petitioner will not remove the alleged unauthorized construction, the authorities will take appropriate steps within seven days from the date of receipt of this notice.
9. In view of the above, this Court finds that this writ petition is to be disposed of only after exchange of affidavits.
10. Let affidavit-in-opposition be filed within four weeks. Reply, if any, thereto be filed within two weeks thereafter.
11. List the matter on July 20, 2026 under the same heading.
12. The respondent authorities are restrained from giving any effect or further effect to the notice dated June 8, 2026 till July 20, 2026 or until further order whichever is earlier.

**(Krishna Rao, J.)**