

OCD-1, 2 & 3

IN THE HIGH COURT AT CALCUTTA
(COMMERCIAL DIVISION)
ORIGINAL SIDE

IA NO.GA-COM 1 OF 2024
IN
CS-COM 1 OF 2024
KONSORTIA PROJECT PRIVATE LIMITED
VS
MOHIT LAL SEAL AND OTHERS

IA NO.GA-COM 2 OF 2024
IN
CS-COM 1 OF 2024
KONSORTIA PROJECT PRIVATE LIMITED
VS
MOHIT LAL SEAL AND OTHERS

IA NO.GA-COM 7 OF 2024
IN
CS-COM 1 OF 2024
KONSORTIA PROJECT PRIVATE LIMITED
VS
MOHIT LAL SEAL AND OTHERS

BEFORE:
The Hon'ble JUSTICE ARINDAM MUKHERJEE
Date : 10th March, 2026

Appearance:
Mr. Krishnaraj Thaker, Sr. Adv.
Mr. Chayan Gupta, Adv.
Mr. Rittick Chowdhury, Adv.
Mr. Dwip Raj Basu, Adv.
For the plaintiff

Mr. Debnath Ghosh, Sr. Adv.
Mr. S. Roy, Adv.
Mr. Deep Narayan Mukherjee, Adv.
Mr. D. Ghosh, Adv.
For defendant nos. 1 to 9

Mr. Rahul Karmakar, Adv.

*Mr. S. K. Poddar, Adv.
For defendant nos.10 & 11.*

*Mr. Shounak Mukhopadhyay, Adv.
Mr. Kallol Saha, Adv.
Mr. Akash Ghosh, Adv.
For defendant no.12.*

The Court : By an order dated 2nd February, 2026 this Court, although the mediation had failed, adjourned the matters in the expectation that good sense will prevail and the parties will come to a consensus to resolve the issues *inter se* between themselves. The order also recorded that the parties may agree between themselves to modify some terms by which an area of about 3000 sq. ft. from the developer's allocation under the agreement between the plaintiff and the defendant nos. 1 to 9 can be made over to the owners i.e. the defendant nos.1 to 9 so that the defendant nos.1 to 9 can negotiate with its lessees the defendant nos.10 and 11. This mechanism was suggested as the defendant nos.10 and 11 had sublet the portion let out to them by the defendant nos.1 to 9 to the defendant no.12. It is the defendant no.12 who according to the defendant nos.1 to 9 and defendant nos.10 and 12 is in actual possession of the leased out portion which was let out to the defendant nos.10 and 11 by the defendant nos.1 to 9. The plaintiff is agreeable to make over 3000 sq. ft. from its allocation to the defendant nos.1 to 9 so that the defendant nos.1 to 9 can negotiate.

The defendant nos.1 to 9, however, say that even if such concession is given to them, they are unable to do anything as the lessees i.e. the defendant nos.10 and 11 are hell-bent to assert that under the subject lease, their leasehold right is secured upto 2042.

Mr. Rahul Karmakar, learned Advocate representing the defendant nos.10

and 11 in no uncertain terms asserts such right on behalf of the defendant nos.10 and 11. The defendant no.12 i.e. the sub-lessee under defendant nos.10 and 11 was allegedly operating a departmental store in the form of a small shopping mall.

The allegations are that the defendant nos.10 and 11 in association with defendant no.12 have made unauthorised structural changes in the building, as a consequences whereof the Kolkata Municipal Corporation (in short 'KMC') has initiated proceedings pursuant to which the departmental store/shopping mall operated by the defendant no.12 from the leased out portion has been closed down. The stand of the defendant nos.1 to 9 regarding the structural addition and alteration is also not clear. Although, the defendant nos.10 and 11 say that they have made no unauthorised construction, the said defendants along with defendant No. 12 say that structural addition and alteration, if any, has been done with the consent of the defendant nos.1 to 9, which the defendant nos.1 to 9 do not admit.

In the aforesaid facts and circumstances, the Director General of Building, Kolkata Municipal Corporation [in short DG (Building)] is directed to personally inspect and enquire into the matter regarding the allegation of structural addition and alteration and unauthorised construction at premises no.39, Bentinck Street, Municipal Ward No.46, P. S. Hare Street, Kolkata – 700 069 (hereafter referred to as 'the said premises'). The DG (Building) shall, however, be entitled to take assistance of his subordinates including the Executive Engineer of the concerned Borough to which the Ward No.46 belongs to for the purpose of inspection but the report has to be filed by the DG (Building) on the next date. The report shall indicate the particulars of the original sanctioned plan of the

said premises, modification to the original sanctioned plan, if any, approved by the Kolkata Municipal Corporation with date and particulars. The report shall also indicate the architect or the licensed Building Surveyor who had prepared the modification plan for being submitted to the KMC for approval. The report shall specifically mention whether the sitting area of the cinema hall by the name 'Paradise' which was operated from the said premises has been altered by way of demolition or otherwise. The report shall specify the number of floor originally sanctioned with details of constructed area at each floor with their respective height, the vacant side spaces, if any, at the said premises. The report shall also indicate as to whether any proceedings have been initiated for any unauthorised construction and if so, the stage of the same. The DG (Building), KMC shall also after ascertaining from the concerned Fire Brigade authorities and indicate in his report whether any fire licence have been issued to the defendant nos.10 and 11 or the defendant no.12 and if so when and whether the defendant nos.1 to 9 had consented to the grant of such fire licence. The report shall also specify the nature of use of the different portions of the said building, the property tax payable, upto which date the same has been paid and who are the persons liable to pay such property tax. Any outstanding property tax shall also be mentioned along with assessee numbers. The DG (Building) shall be entitled to take police help for the purpose of inspecting the said premises, if necessary. The Commissioner of Police, Kolkata, if approached by the DG (Building) shall render all assistance and cooperation. The DG (Building) on the date of inspection shall intimate the plaintiff, defendant nos.1 to 9, defendant nos.10 and 11 and the defendant no.12. The plaintiff, defendant nos.1 to 9, defendant nos.10 and 11 and the defendant no.12 shall be entitled to depute one number of their

respective representative at the time of inspection.

The report shall be filed with the Registrar, Original Side of this Court in a sealed envelope on or before 8th April, 2026 when these matters will appear in the list. The Registrar, Original Side shall ensure that the report, if any, filed by the DG (Building), KMC shall be placed before the Court on the returnable date.

The Hare Street Police Station shall ensure that the status quo as on date as to the nature and character of the said premises is preserved till the visit of the DG (Building), KMC.

This order is passed keeping in mind that 2/3rd of the said premises is owned by defendant Nos. 1 to 9 who are perpetual minor and the Court is their guardian and custodian.

The department shall communicate this order to the DG (Building), KMC, Commissioner of Police, Kolkata and the Hare Street Police Station.

As and by way of abundant caution the parties shall also be free to communicate this order to the aforesaid authorities.

(ARINDAM MUKHERJEE, J.)