

OD-2.

ORDER SHEET
IN THE HIGH COURT AT CALCUTTA
ORDINARY ORIGINAL CIVIL JURISDICTION
ORIGINAL SIDE

IA NO: GA/3/2026
IN
AGA/2/2024
IN THE MATTER OF:
THE ADMINISTRATOR GENERAL OF WEST BENGAL

BEFORE:
The Hon'ble JUSTICE ARINDAM MUKHERJEE
Date: 24th June, 2026

Appearance:
Mr. Indranil Nandi, Adv.
Mr. Sayak Konar, Adv.
For the Administration General of West Bengal
Ms. Reshmi Ghosh, Adv.
Ms. Parna Mukherjee, Adv.
For applicant in GA/3/2026(Moonal Consultants Pvt. Ltd.)

The Court:- This is an application by Moonal Consultants Private Limited (in short Moonal) to take a property on lease from the Administrator General, West Bengal situate at 206/1, Maharshi Debendra Road, Kolkata – 700 006 under Ward No.21 of Kolkata Municipal Corporation (in short KMC)

and Police Station-Jorabagan which measures about 7 Cottah 7 Chittaks 15.91 Sq.ft equivalent to 498.79 square meter (hereinafter referred to as the said property).

In an application filed by the Administrator General of West Bengal under the provisions of Section 25 of the Administrators General Act, 1963 (hereinafter referred to as 1963 Act), being AGA/2/2024, the Administrator General was directed to insert public notice by way of advertisement in the newspapers to invite offers for the said property to be taken on lease. The reserve price that is monthly lease rent was fixed at Rs.3,00,000/- considering the property to be in Burrabazar being the commercial hub of the city. Three offerers submitted their respective offers which are as follows:-

- 1) Shreepati Apartments Pvt. Ltd. – Rs. 3,10,000/-
- 2) Shreepati Enclave Pvt. Ltd. – Rs.3,06,000/-
- 3) Roy Contructions Co. – Rs.3,01,000/-

The offer of Shreepati Apartments Pvt. Ltd being the highest was accepted by this Court vide order dated 5th September, 2024. Subsequently, Shreepati Apartments Pvt. Ltd. after depositing the earnest money and a part of the consideration money backed out and made an application for refund of the earnest money and the part consideration deposited by it.

This application being GA/3/2026 filed in AGA/2/2024 was allowed permitting them refund of the money after deducting the advertisement cost. There is a sum in excess of Rs. 43, 000/- still lying with the Registrar, Original

Side of this Court after refund of the money to Shreepati Apartments Pvt. Ltd. upon deducting the advertisement cost and the commission.

Moonal Consultants Private Limited was not a participant in the open bid and as such under normal situation its offer is not required to be considered if either the second highest bidder or the third expresses interest to take the said property on lease after the highest bidder had backed out.

In this application, it is inter alia stated that the lease rent is excessive considering its location and present condition and, as such, no interested party is available to take the property on lease and such monthly lease rent which is causing loss of revenue in the hands of the Administrator General and as such the property should be given on lease to Moonal at a monthly lease rent of Rs.2,00,000/-.

This Court was not impressed with the offer given points urged by Moonal in this application simply because the lease rent where the Court has already opined to be not less than Rs. 3,00,000/- can be given to an entity who even did not participate in the open bidding at a distress price. Furthermore, no one has compelled Moonal to come forth and take the property on lease when it complains about the defects and/or deficiency therein for which the lease rent is to be reduced.

On 10th June, 2026 the matter was heard first and made returnable on 22nd June, 2026. On 22nd June, 2026 the matter was adjourned to enable the learned advocate representing Moonal to take specific instruction as to whether

Moonal is ready to pay Rs. 3,10,000/- to match the highest offer. Only if Moonal agreed to such sum of Rs.3,10,000/- as monthly lease rent then the application will be further heard by giving notice to the second and third highest bidder to find out their reaction.

The law is well-settled in respect of public auction. If the terms of the auction so provided then on the failure of the highest bidder it is given to the second highest bidder and so on. It cannot be given to an outsider if none of the offerers are willing to take. A fresh auction is required to be conducted. There is no such stipulation in the subject auction. In an endeavour to get the best offer, this Court expressed its desire to exercise its discretion in the facts of the case by giving Moonal an opportunity.

Ms. Ghosh, learned advocate representing Moonal is, however, without any specific instruction whether her client is willing to pay a monthly lease rent of Rs.3,10,000/- though the matter was adjourned on 22nd June, 2026 specifically for this purpose. Ms. Ghosh seeks for an adjournment to take instruction and submit that the second and third offerers be put to notice in the meantime. After a considerable hearing of the matter on two occasions, particularly when this Court has expressed its view on the previous occasion, there is no question to adjourn the matter or to proceed further since there is no commitment from the Moonal to pay Rs. 3,10,000/-. The Court is, therefore, not inclined to grant a further adjournment.

In the aforesaid facts and circumstances, I do not find any merit in this application and the same is dismissed. Although for wastage of judicial time in

a matter where the public auction has already taken place, I was inclined to impose cost but for the ends of justice, no such direction is made.

GA/3/2026 is accordingly dismissed, however, without any cost.

(ARINDAM MUKHERJEE, J.)

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