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ORDER SHEET

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

AGA/2/2026

THE ADMINISTRATOR GENERAL OF WEST BENGAL

BEFORE:

The Hon'ble JUSTICE ARINDAM MUKHERJEE

Date: 30th January, 2026.

Appearance:
Mr. Indranil Nandi, Adv.
Mr. Sayak Konar, Adv.
For the petitioner.

The Court: This is an application under Section 25 of the Administrators General Act, 1963 made by the Administrator General, West Bengal. The facts reveal that one Kedar Nath Dutt Bhaktibinode was the owner of a land measuring about 4 cottah 10 chittacks 43.5 sq. ft. together with a three storied brick built structure situated and lying at premises No. 181, Ramesh Dutta Street (formerly 181, Rambagan), Kolkata-700006 (hereinafter referred to as the said property). After the death of Kedar Nath Dutt Bhaktibinode the Administrator General obtained the letters of administration in respect of the estate left behind by Kedar Nath Dutt Bhaktibinode in terms of his last Will and Testament dated 1st September, 1901. It also appears that although the letters of administration was

obtained by the Administrator General nothing much has been done to the property as a consequence whereof the structure has become dilapidated.

Kedar Nath Dutt Bhaktibinode had a son who was known as Bhaktisiddhant Saraswati Thakur. The founder of International Society for Krishna Consciousness (in short, ISKCON) namely A.C. Bhaktivedanta Swami Srila Prabhupada was the disciple of Bhaktisiddhant Saraswati Thakur. ISKCON, therefore, has a deep religious and cultural involvement with the said property. ISKCON has been carrying on the deva seva and other periodical festivals for about last twenty years at the request of the legal heirs/heiresses of Kedar Nath Dutt Bhaktibinode. ISKCON has applied to the Administrator General for granting lease of the said property so that they can renovate and re-build the property for more effectively performing the regular deva seva and periodic festivals. ISKCON also intends to use the property for more effectively carrying out charitable purposes. This has prompted the Administrator General to make the instant application.

On hearing the Administrator General it appears that the said property is not only in a dilapidated condition but earns no money for paying the statutory rates and taxes as also for generating fund for its repair and maintenance. It is also important to note that the deities installed by Kedar Nath Dutt Bhaktibinode are still consecrated at the said property, the regular deva seva of which is done by ISKCON out of its own funds.

Considering the peculiar facts and circumstances of the case and that there may be no interested party to take the property on lease or rent if it is put to public auction particularly in view of the fact that the deities is consecrated thereat, this Court is of the view instead of going of a public auction to allot the said property to the highest bidder it will be more beneficial if the property is leased out to ISKCON. The present legal heirs of Kedar Nath Dutt Bhaktibinode also does not have any objection in the property being leased out to ISKCON as submitted by the Administrator General.

Considering the location of the property which is very close to Rabindra Kanon situated very near to the confluence of Beadon Street and Rabindra Sarani as also the area of the land and the condition of the structure as appears from the pictures annexed to the application, this Court reasonably assess the lease rent to be paid at present shall be Rs.25,000/- per month. Out of such Rs.25,000/-, Rs. 5000/- will be retained by the Administrator General per month for administrative expenses and the balance Rs.20,000/- shall be distributed amongst the legal heirs of Kedar Nath Dutt Bhaktibinode who are alive now according to their respective shares. The monthly lease rent shall be payable by 10th of each succeeding month of occupancy and shall be continued to be paid month by month. The Administrator General shall execute a lease deed in favour of ISKCON and/or any office bearers nominated by ISKCON for such purpose for a period of 99 years. The period shall be extended for another 99 years on expiry on revised terms and conditions and the option of ISKCON. ISKCON shall deposit a refundable interest

free security deposit of Rs.20 lakhs which shall be kept invested in a highest interest bearing fixed deposit account by the Administrator General in any nationalized bank. The interest accrued on such refundable security deposit till the same is refunded shall be distributed amongst the legal heirs of the said Kedar Nath Dutt Bhaktibinode as per their shares. In future the lease rent and interest shall be distributed amongst the legal heirs/heiresses of Kedar Nath Dutt who are alive from time to time.

The lease rent shall increase by 20% of the present amount after expiry of every five years. The enhanced lease rent shall also be distributed amongst the legal heirs/heiresses of Kedar Nath Dutt in the same manner by the Administrator General after retaining a sum of Rs.5000/- therefrom per month.

ISKCON shall pay and continue to pay the property and all other statutory rates and taxes including the arrears as of now. ISKCON shall be entitled to apply before the Kolkata Municipal Corporation (in short, KMC) for building/re-building the premises and carry out the repair/renovation as per its requirement. The Administrator General and the legal heirs of Kedar Nath Dutt Bhaktibinode shall co-operate with ISKCON for such purpose. The funds required for building/re-building, repair and renovation shall be provided by ISKCON but no equity in respect of any new premises dwell thereat shall be created in respect of the said property in favour of ISKCON apart from the leasehold rights available to it. ISKCON shall be entitled to apply for proper electricity connection from CESC Limited, the licence under the Electricity Act, 2003. ISKCON shall be entitled to

apply for fresh water connection and drainage system apart from the existing one, if any, in accordance with law from KMC and KMC shall co-operate. ISKCON shall be liable to carry out the regular deva seva of deities consecrated thereat and the periodic festivals at their own cost and shall allow the legal heirs of Kedar Nath Dutt Bhaktibinode to participate the same. The other terms and conditions of the lease deed shall be finalized by the Administrator General in consultation with the representative of ISKCON and the legal heirs of Kedar Nath Dutt Bhaktibinode. A draft lease shall be placed before this Court for purposes of approval on 24th February, 2026 when the matter is made returnable.

(ARINDAM MUKHERJEE, J.)