
Nagendra Rai Vs Howrah Improvement Trust

W.P. No. 38345 (W) of 2013

Court: Calcutta High Court

Date of Decision: Sept. 26, 2014

Acts Referred:

Constitution of India, 1950 " Article 226#Contract Act, 1872 " Section 20, 21#Specific Relief Act, 1963 " Section 20#Transfer of Property Act, 1882 " Section 4

Citation: (2015) 1 CHN 356

Hon'ble Judges: Joymalya Bagchi, J

Bench: Single Bench

Advocate: Kishore Dutta, Pradeep Kumar and Ashok Kr. Pandey, Advocate for the Appellant; Ashok Banerjee, Shyamal Sanyal and Sugata Mukhopadhyay, Advocate for the Respondent

Final Decision: Disposed Off

Judgement

Joymalya Bagchi, J.

The Writ Petition has been filed, inter alia, praying for direction upon the respondents for accepting balance

consideration money from the petitioner and executing a registered deed of conveyance in favour of the petitioner in respect of a plot of land

measuring four cottahs five chittaks nine square feet, i.e. 289.298 sq.mt. at premises No. 147 Salkia School Road, PS-Golabari, Howrah

(hereinafter referred to as the plot of land) and for a direction to cancel, rescind and withdraw notice inviting tender dated 24.12.2013 issued by

respondent No. 3 in Sanmarg Patrika inviting tender for sale of the plot of land.

2. The facts giving rise to the Writ Petition are as follows:-

On or about 2001, respondent No. 2, the Chairman, Howrah Improvement Trust (HIT for short) issued a notice inviting a tender for sale of the

plot of land. In response to such notice, petitioner submitted his bid. No other bid was received by HIT. HIT extended time for submission of bids.

Petitioner moved a writ petition being WP No. 8036 (W) of 2001. This Court by order dated 14.05.2001 quashed the aforesaid notice inviting

tender and directed HIT to issue fresh notice of tender. On 17.05.2001 fresh notice inviting tender of the plot of land was issued by HIT and base

price was fixed at 6.36 lakhs per cottah. In response to such notice inviting tender, petitioner submitted his bid to purchase the plot at a rate of Rs.

6.40 lakh per cottah. No other person submitted bid within the stipulated time. One Omprakash Singh submitted a bid but was disallowed by HIT

as his bid had not been submitted within stipulated time. By letter dated 7th June, 2001 Chief Executive Officer of HIT informed the petitioner that

his offer being the highest one had been accepted. He was also informed that HIT decided to undertake a joint measurement of the plot of land for

such purpose with the petitioner to ascertain the actual quantum of the plot of land and for fixing of poles for the purpose of actual demarcation of

the plot of land and requested him to be present himself personally or through his authorized representative on 15.06.2001 at 12 hours. It appears

that on the stipulated date actual measurement of the plot of land was undertaken in presence of the parties and the parties duly signed the sketch

map. On the self same date, Omprakash Singh filed a writ petition being W.P. No. 10445 (W) of 2001, inter alia, challenging the tender process.

3. A learned Single Judge of this Court was pleased to pass an interim order directing the respondents not to give any further effect to the tender

for a period of three weeks. The respondents filed an application praying for vacating of the interim order passed by the Hon"ble Single Judge. By

order dated 12th July, 2001 an Hon"ble Single Judge was pleased to allow the aforesaid writ petition filed by Omprakash Singh directing the

respondent authorities not to give effect to the earlier tender and to initiate fresh tender process by publishing proper notice. HIT called upon the

petitioner to withdraw earnest money deposited by him. The petitioner preferred an appeal being F.M.A. No. 187 of 2003 against the judgment

and order dated 12th July, 2001 passed by the Hon"ble Single Judge. A Hon"ble Division Bench of this Court by judgment and order dated 17th

October, 2001 admitted the appeal and granted stay of operation of the order passed by the learned Single Judge till disposal of the appeal.

Finally, by judgment and order dated 27.07.2010 the said intra court appeal being F.M.A. No. 187 of 2003 preferred by the petitioner was

dismissed and the judgment and order of the Hon"ble Single Judge was upheld. Thereafter, HIT issued fresh notice inviting tender for sale of the

plot. Highest bid submitted was about Rs. 46,01,000/- per cottah.

4. The petitioner preferred a SLP before the Hon"ble Supreme Court being SLP (Civil) No. 24285 of 2010. The SLP was admitted and was

converted into Civil Appeal No. 9364 of 2013. By judgment and order dated 21.10.2013 the Hon"ble Supreme Court set aside the orders

passed by the learned Single Judge and the Hon"ble Division Bench of this Court, inter alia, holding that as the offer of the petitioner, pursuant to

the notice inviting tender, had been accepted, the notice inviting tender could not have been cancelled at that stage. The Apex Court, however,

made it clear that it was not expressing any opinion on the merits of the claim of the petitioner or HIT with regard to the question as to whether or

not there is a binding contract for sale of the plot of land in question. Thereafter the petitioner by notice dated 28.11.2013 called upon HIT for

completion of the transaction and execution of the deed of conveyance of the plot of land in his favour at an early date. The petitioner along with a

letter forwarded the documents and Pay Order of the balance consideration amount to the tune of Rs. 24,88,000/-.

5. In view of the fact that circumstances have substantially changed and the value of the plot of land had exorbitantly increased in the last 12-13

years, HIT called upon the petitioner to deposit balance consideration at the market rate and as the petitioner refused to do so, HIT issued

impugned notice inviting tender dated 24.12.2013 in respect of the said plot of land.

6. Under such circumstances the petitioner moved the instant writ petition challenging the impugned notice inviting tender dated 24.12.2013 and

praying for a direction upon HIT to accept the balance consideration money and execute the registered deed of conveyance in favour of the

petitioner in respect of the plot of land.

7. HIT opposed the writ petition and filed affidavit-in-opposition thereto. It is the specific case of HIT that after the tender process was set aside

by a learned Single Judge of this Court on 12.07.2001 in WP No. 10445 (W) of 2001 they had informed the petitioner to withdraw the

application money. It was further pleaded that the lapse of 12-13 years in the meantime had substantially changed the circumstances relating to the

plot of land including exponentially increasing the value thereof and it would operate against public interest and cause loss to public exchequer to

direct conveyance of the plot of land at the price offered by the petitioner in 2001. He was offered to replenish loss to the exchequer and purchase

the plot of land at the market price. Since he refused to do so, HIT was constrained to issue notice inviting tender. It was also pleaded that delay in

the transaction was not attributable to HIT and the latter ought not to be penalised for the same.

8. Mr. Dutta, Learned Senior Counsel appearing for the petitioner submitted that a concluded contract for sale had come into being by HIT

accepting the offer of the petitioner to purchase the plot of land at the rate of Rs. 6,40,000/- per cottah. He further submitted that the petitioner

was always ready and willing to perform his obligations under the contract but was precluded from enforcing the contract till the orders passed by

the Hon'ble Division Bench and the Learned Single Judge of this Court in FMA No. 187 of 2003 and WP No. 10445 (W) of 2001 respectively

were not set aside by the Apex Court. He submitted that escalation of price of the plot of land in the meantime is no legitimate ground to deny him

relief by purchase of the plot of land at the rate accepted by HIT. HIT acted illegally and contrary to the terms of the concluded contract in issuing

the notice inviting tender and refusing to accept the balance consideration money and execute the sale deed in terms of the agreement entered by

and between them in respect of the plot of land.

9. Mr. Ashok Banerjee, learned Senior counsel appearing for HIT at the outset submitted that the writ petition was not maintainable in the facts of

the case. The petitioner was seeking to enforce a contractual obligation and cannot be granted relief in public law domain. He ought to have filed a

suit for such relief.

10. Without prejudice to the aforesaid he submitted that there was no concluded contract by and between the parties. Letter dated 12.07.2001

was merely an arrangement between the parties to enter into a formal contract for sale. The same did not give rise to any legal right to the petitioner

to seek conveyance of the plot of the land at the rate offered by him in 2001. He submitted that the Apex Court in its order dated 21.10.2013 had

clarified that it had not expressed any opinion that a concluded contract had come into being.

11. He further submitted HIT cannot be held responsible for the delay in the instant case. He submitted that in view of the passage of time and

bearing in mind the public interest and loss to public exchequer, HIT took a decision to issue a fresh notice inviting tender. Such action of HIT

cannot be said to be unfair, arbitrary or whimsical so as to be set aside in judicial review.

12. First let me consider whether the writ petition is maintainable for the reliefs, as claimed.

13. In the instant case I find that writ petitioner is seeking to enforce his rights under the agreement which he claims to constitute a concluded

contract for sale of the plot of land. No objection was raised as to the maintainability of the writ petition at the stage of its admission. Affidavits

were exchanged and the matter is at the stage of final hearing. In ABL International Ltd. and Another Vs. Export Credit Guarantee Corporation of

India Ltd. and Others, the Apex Court held that if a State acts in an arbitrary manner even in a matter of contract an aggrieved person can

approach the Court by way of a writ petition under Article 226 of the Constitution and the Court depending on the facts of the said case is

empowered to grant relief. No disputed questions of fact arise in this case.

14. It is trite law that alternative remedy by way of a suit is not an absolute bar and bearing in mind the matured stage of the proceeding I am not

inclined to relegate the petitioner to the alternative remedy of a suit but proceed to decide the matter on merits.

15. Issues which crop up for decision on merits in the instant case are (1) whether there is a concluded contract for sale of the plot of land in

question; (2) if so, whether petitioner is entitled to the reliefs as prayed for in the writ petition?

16. By letter dated 07.06.2001 the petitioner was intimated by HIT that his offer for purchase of the plot of land at the rate of Rs. 6.40 lakhs per

cottah was accepted. In the selfsame letter, HIT intimated the petitioner that joint measurements for ascertaining actual quantum of plot of land to

be transferred in his favour as per terms and conditions of the tender would be undertaken on 15.06.2001 at 12 noon in the presence of both the

parties. Thereafter joint inspection was held on 15.06.2001 for measurement of the actual quantum of plot of land. The writ petitioner had already

deposited earnest money in respect of the said offer. On the selfsame date, writ petition being W.P. No. 10445 (W) of 2001 was moved by an

unsuccessful bidder, namely Omprakash Singh challenging the tender process. Stay order was passed by the learned Single Judge not to give

further effect to the tender. It has been argued on behalf of the writ petitioner that in the vacating application preferred by HIT praying for vacating

of the said interim order, it was the specific stance of HIT that the offer of the writ petitioner had been finally accepted and joint measurement was

completed. Reference was made to the pleadings in the said vacating application. It was also argued that the Apex Court observed in its order that

the offer of HIT was duly accepted and hence there was no question of quashing the tender process at that stage.

17. Mr. Banerjee, Senior Counsel has strenuously argued that pleading in the earlier petition cannot bind HIT. He referred Smt. Krishnawati Vs.

Shri Hans Raj, He further submitted that after delivery of judgment by the learned Single Judge cancelling the tender process, HIT had offered to

return the earnest money of the petitioner and on 07.08.2010 had issued fresh notice inviting tender for sale of the plot of land wherein it had

received highest offer of around Rs. 46 lakhs per cottah in respect of the plot of land.

18. Mr. Dutta submitted that acceptance of reciprocal promises is sufficient in law to form a binding contract. He further submitted that acceptance

of an offer may be inferred by the conduct of the offeree which would constitute an agreement sub silentio. He relied on Panjak Bhargava and

another Vs. Mohinder Nath and another, , Bharat Bharat Petroleum Corporation Ltd. Vs. The Great Eastern Shipping Co. Ltd., in support of his

contention.

19. I find that HIT by letter dated 07.06.2001 had unequivocally stated that it accepted the offer of the petitioner and had expressed his desire to

hold joint measurements in order to determine the actual quantum of the plot of land to be conveyed to him. Accordingly, joint measurements were

also held on 15.06.2001. Petitioner had already deposited earnest money with HIT in respect of the aforesaid offer. Thereafter no further steps

were undertaken by the parties as they were enjoined by this Court in the earlier writ petition instituted by an unsuccessful tenderer, namely,

Omprakash Singh.

20. In the vacating application filed in the said writ proceeding, HIT took a stance that the offer of the petitioner had been finally accepted and that

joint measurements to convey the actual quantum of the plot of land to the petitioner had also been undertaken. In Smt. Krishnawati (supra) it has

been held that previous self serving statement by a party in other proceeding cannot be used as substantive evidence in subsequent proceeding

against that party. Writ Petition being No. 10445 (W) of 2001 instituted by Om prakash Singh challenging the self same tender process cannot be

said to be ""other proceeding"" in the sense as referred in the cited decision vis a vis in the instant case. The subject matter of challenge in the earlier

proceeding was the same tender process wherein the offer in question was accepted by HIT. Both petitioner and HIT were parties in the earlier

proceeding. Such proceeding therefore is a precursor to the present writ petition and cannot be held to be a wholly unconnected proceeding.

Pleading of HIT therein clearly divulges the stances and intention of the authority at that material point of time qua the offer of the petitioner. Hence,

there is no escape from the conclusion that in 2001, HIT had accepted the offer of the petitioner for sale of the plot of land at the rate of Rs. 6.40

lakhs in accordance with the terms and conditions of the tender and an agreement by and between the parties had come into being.

21. However, after the judgment and order dated 12.07.2001, passed by the learned Single Judge in W.P. No. 10455 (W) of 2001, HIT

accepted the same and called upon the petitioner to take back his application money. Petitioner declined to do so and chose to prefer appeal

against the said judgment and order of the learned Single Judge before the Hon"ble Division Bench of this Court. After the appeal preferred by the

petitioner was dismissed by the Hon"ble Division Bench on 27th July, 2010, HIT issued fresh notice inviting tender on 07.08.2010 for sale of the

said plot of land as supervening circumstances and inordinate delay had resulted in exponential rise in market price of the plot.

22. The petitioner filed SLP against the judgment and order passed by the Hon"ble Division Bench which was finally allowed by the Apex Court

by order dated 21.10.2013, whereby the orders of the Hon"ble Division Bench and the learned Single Judge setting aside the earlier tender

process, were quashed. The Apex Court, however, clarified that it is expressing no opinion that concluded contract had come into being in

between the parties. Under such circumstances, when the petitioner called upon HIT by letters dated 07.08.2013 and 20.08.2013 to accept the

balance consideration money and execute the deed of conveyance, HIT asked the petitioner to pay balance consideration money in terms of the

current market rate. As the petitioner refused to do so, it rescinded the contract and proceeded to issue the impugned notice inviting tender on

24.12.2013, inviting offers for purchase of the plot of land.

23. Mr. Dutta argued that as the offer of the petitioner had been accepted and a binding agreement had come into being it was not open to HIT to

rescind the contract and invite fresh tender on the ground of escalation of market price of the plot of land in question. He accordingly prayed for

setting aside of the impugned notice inviting tender and a direction on HIT to execute sale deed in favour of his client at the rate agreed pursuant to

its letter dated 07.06.2001. He submitted that inadequacy of price is not a relevant ground to avoid specific performance of an agreement for sale.

He referred to Section 20 of the Specific Relief Act, 1963. He submitted that the petitioner was always ready and willing to perform his part of the

contract and was not in a position to enforce the same till the orders passed by the Hon"ble Division Bench and the learned Single Judge in the

earlier writ proceeding were set aside. He submitted that such fact has been accepted by the Supreme Court in its order dated 21.10.2013 while

disposing of Civil Appeal No. 9364 of 2013. He referred to S.V.R. Mudaliar (Dead) by Lrs. and Others Vs. Rajabu F. Buhari (Mrs) (Dead) by

Lrs. and Others, Narinderjit Singh Vs. North Star Estate Promoters Ltd., Union of India vs. Hariram Shamji Thakkar & Ors., (1974) UJ (SC)

562 (para. 16) in support of his contention that mere escalation of price cannot be constituted construed to constitute "undue hardship" on the part

of the vendor to resist specific performance of an agreement for sale.

24. Mr. Banerjee on the other hand, submitted that supervening circumstances had intervened necessitating the HIT to take a decision to issue

fresh tender so that there is maximization of returns to the public exchequer. Such decision was taken bearing in mind public interest and the

wholesome purpose of aggrandizement of public exchequer through auction of public property. Decision of HIT was therefore fair, bona fide and

in consonance to public good. Public good must override private interest and in case of conflict, the Court in exercise of its discretionary

jurisdiction may refuse to grant the relief of specific performance.

25. In response, Mr. Dutta submitted that State in the contractual field is bound by the same obligations as a private party. He relied on Bareilly

Development Authority Vs. Vrinda Gujarati and Others, It was argued that there was no justification for rescission of the concluded contract by

HIT. Reference was made to Kumar Dharendra Mullick and Others Vs. Tivoli Park Apartments (P) Ltd.,

26. It appears that in view of supervening circumstances arising out of inordinate delay in executing the agreement with the petitioner due to factors

beyond the control of the parties and exponential increase in the market price of the plot, HIT decided to go for re-tender to ensure maximum

returns to public exchequer through auction of public assets.

27. The question is whether such action of HIT to rescind the contract entered with the petitioner in 2001 and seek re-tender of the plot is a

reasonable one.

28. In ITC Ltd. Vs. State of Uttar Pradesh and Others, the Apex Court was called upon to decide the issue of rescission of a contract which had

been erroneously entered into by a statutory authority causing loss to public exchequer.

29. Drawing a distinction between the contractual obligations of a private party qua a public authority entering the field of contract, the Apex Court

held as follows:-

105. If after effecting a transfer, the transferor finds that he had stipulated a lesser consideration (sale price or lease premium) for the transfer, due

to a mistake of fact or wrong understanding or misreading of any law (and such mistake was not caused on account of any fraud, coercion or

misrepresentation by the transferee) what is the remedy of the transferor? In private law, the transferor may have no remedy, as completed

transactions of transfers cannot be re-opened or cancelled.

106. A "transfer" of property is an executed contract. Section 4 of Transfer of Property Act, 1882 provides that the chapters and sections of that

Act relating to contracts, shall be taken as part of the Indian Contract Act, 1872. Section 20 of Contract Act provides that:

20. Agreement void where both parties are under mistake as to matter of fact. - Where both the parties to an agreement are under a mistake as to

a matter of fact essential to the agreement, the agreement is void.

But the Explanation thereto provides that:

Explanation.- An erroneous opinion as to the value of the thing which forms the subject matter of the agreement is not to be deemed a mistake as

to a matter of fact.

Section 21 of Contract Act provides that a contract is not voidable because it was caused by a mistake as to any law in force in India. Therefore,

having regard to the provisions of Transfer of Property Act and Contract Act, a transfer can not be cancelled on the ground that parties were

mistaken about the consideration.

107. The position is however different in public law. Breach of statutory provisions, procedural irregularities, arbitrariness and mala fides on the

part of the Authority (transferor) will furnish grounds to cancel or annul the transfer. But before a completed transfer is interfered on the ground of

violation of the regulations, it will be necessary to consider two questions. The first question is whether the transferee had any role to play (fraud,

misrepresentation, undue influence etc.) in such violation of the regulations, in which event cancellation of the transfer is inevitable.

107.1. If the transferee had acted bona fide and was blameless, it may be possible to save the transfer but that again would depend upon the

answer to the further question as to whether public interest has suffered or will suffer as a consequence of the violation of the regulations:

(i) If public interest has neither suffered, nor likely to suffer, on account of the violation, then the transfer may be allowed to stand as then the

violation will be a mere technical procedural irregularity without adverse effects.

(ii) On the other hand, if the violation of the regulations leaves or likely to leave an everlasting adverse effect or impact on public interest (as for

example when it results in environmental degradation or results in a loss which is not reimbursable), public interest should prevail and the transfer

should be rescinded or cancelled.

(iii) But where the consequence of the violation is merely a short-recovery of the consideration, the transfer may be saved by giving the transferee

an opportunity to make good the short-fall in consideration.

107.2. The aforesaid exercise may seem to be cumbersome, but is absolutely necessary to protect the sanctity of contracts and transfers. If the

government or its instrumentalities are seen to be frequently resiling from duly concluded solemn transfers, the confidence of the public and

international community in the functioning of the government will be shaken. To save the credibility of the government and its instrumentalities, an

effort should always be made to save the concluded transactions/transfers wherever possible, provided (i) that it will not prejudice the public

interest, or cause loss to public exchequer or lead to public mischief, and (ii) that the transferee is blameless and had no part to play in the violation

of the regulation.

107.3. If the concluded transfer cannot be saved and has to be cancelled, the innocent and blameless transferee should be reimbursed all the

payments made by him and all expenditure incurred by him in regard to the transfer with appropriate interest. If some other relief can be granted on

grounds of equity without harming public interest and public exchequer, grant of such equitable relief should also be considered.

30. In the instant case HIT had accepted the bid of the appellant at a rate which it considered reasonable in 2010. Litigations intervened at the

behest of an unsuccessful tenderer and the same continued upto the Apex Court till 2013. Hence, delay in non-performance of the aforesaid

agreement with the petitioner was not due to the fault of HIT. On the other hand, after the tender process was set aside by the learned Single

Judge in the earlier writ proceeding HIT offered to refund the earnest money of the petitioner when such order was upheld by the Hon"ble Division

Bench of this Court. HIT took a decision to re-tender the plot of land in question in 2010. However, the Apex Court quashed the orders passed

by the Hon"ble Division Bench and the learned Single Judge setting aside the tender process on the premise that a tender process could not have

been called into question after the offer had been accepted by the authority. The Apex Court however kept the question as to whether there was a

concluded contract for sale between the parties open for decision.

31. In the meantime the value of the property has gone up exponentially. In fact in 2010 the highest offer received by HIT in respect of the plot of

land was about 46.1 lakhs per cottah. HIT has fixed such sum as the base price in the impugned notice inviting tender in 2013 after giving an

option to the petitioner to purchase the plot at market rate. Decision of HIT to cancel the tender in order to achieve maximum returns from auction

of public assets cannot be said to be contrary to public good or public interest.

32. Right of the petitioner to seek specific performance of the contract for sale is an equitable right which may be exercised after balancing the

equities qua the parties to the contract. Overwhelming public good in maximizing return by way of auction of public assets at the highest price is a

relevant consideration in respect of sale of public assets, particularly when delay in effecting the sale, cannot be attributed to the State or its

functionaries. The present case is not one where the State by way of procrastination or indifference had held up the performance of the contract

and now is trying to refuse specific performance thereof under the guise of escalation of price. In Barielly Development Authority (supra) issue of

loss of public exchequer did not fall for decision as a relevant consideration for enforcement of contractual obligation.

33. It is true ordinarily inadequacy of price is not to be construed as "undue hardship" to a vendor to avoid a concluded contract and any increase

in price in the meantime ought to enure to the vendee. However, in ITC Ltd. (supra) the Apex Court held that parameters applicable to a public

authority while rescinding a contract in public interest to avoid loss to public exchequer is somewhat different. It must be borne in mind that Courts

in India have recognised the bounden duty of the State as a trustee of public assets vested in it. "Public trust" principles therefore enjoin upon the

State a pious duty to maximize returns to exchequer from auction of such assets. Such duty is not enjoined on a private party whose obligations are

governed simpliciter by the terms of the contract.

34. Judged from this angle, rescission of the agreement by HIT entered with the petitioner in 2001 due to exorbitant escalation of the value of the

plot, in exercise of its "public trust" responsibility to fetch maximum price from auction of such plot cannot be said to be unjustified. Ratios in the

cited cases deal with adjudication of rights of private parties in contractual domain where the issue of public interest and loss to public exchequer

do not fall for consideration as relevant factor to constitute "undue hardship" to the vendor as a ground to resist the prayer for specific

performance. In Union of India vs. Hariram (supra) the title in movable goods had already passed to the buyers unlike the present case which

relates to immovable property.

35. Duty of the State to ensure maximum return to exchequer from sale of public assets, in the realm of public law, is a relevant consideration

which ought to be borne in mind while fashioning discretionary relief relating to disposal of such public assets/largesse. Delay in executing the

agreement for sale of the plot in the instant case does not fall at the doorstep of the public authority. Prayer for specific performance is not a legal

right of a party to the contract but is a discretion of the Court to be decided on equitable principles. Public interest arising out of maximization of

returns to public exchequer is a relevant consideration to be kept in mind while considering such discretionary relief and the same would naturally

eclipse the private claim of the petitioner to enforce the contract at a rate prevailing in 2001.

36. In view the aforesaid discussion, I am of the opinion that the decision of HIT to rescind the agreement with the petitioner and issue fresh notice

inviting tender to maximize the returns to the public exchequer by auction of the plot of land at the prevalent market price cannot be said to be

arbitrary, unreasonable or unjust so as to necessitate interference in judicial review. Petitioner is entitled to the alternative relief of refund of earnest

money along with interest at the rate of 10% per annum from the date of its deposit till its payment. Writ petition is accordingly disposed of

directing HIT to refund earnest money of the petitioner along with interest 10% per annum thereon from the date of its deposit till repayment within

15 days from date.

37. The parties shall, however, bear their respective costs.

Later:

38. Mr. Kishore Dutta, learned senior counsel appearing on behalf of the petitioner prays for stay of operation of the order.

39. Let status quo in respect of plot of land prevail till 30th October, 2014.