

**In the High Court at Calcutta
Civil Appellate Jurisdiction
Appellate Side**

**The Hon'ble Mr. Justice Sabyasachi Bhattacharyya
And
The Hon'ble Mr. Justice Supratim Bhattacharya**

F.M.A. No. 621 of 2025

**Shree Garden Resort Private Limited Company
and Another
- Versus -
The State of West Bengal and Others**

For the appellants	:	Mr. Indranuj Dutta, Mr. Atanu Basu, Mr. Goutam Kumar Das, Ms. Benazir Sk.
For the State	:	Mr. Lalit Mohan Mahata, Ld. AGP, Mr. Prasanta Behari Mahata
For the WBIDCL	:	Mr. Tanoy Chakraborty, Mr. Suddhadev Adak
Heard on	:	08.01.2026, 22.01.2026 & 28.01.2026
Reserved on	:	28.01.2026
Judgment on	:	09.02.2026

Sabyasachi Bhattacharyya, J.:-

1. The present appeal arises at the behest of the writ petitioners in WPA No.12900 of 2014, assailing the judgment of the Writ Court dated February 20, 2025, whereby the writ petition was dismissed,

being not maintainable and devoid of any merit, with costs of Rs.1,00,000/-.

2. In the writ petition, the primary relief sought was a writ in the nature of mandamus commanding the respondent-Authorities from giving any effect or further effect to a lease deed executed by the West Bengal Industrial Development Corporation Limited (WBIDCL) in favour of one Ganapati Flour & Foods (P) Ltd. and commanding the respondent-Authorities not to acquire the land of the writ petitioners for developing the Vidyasagar Industrial Park, for setting up manufacturing industries and commanding the respondents not to set up any flour mill/Atta mill accessories, spare parts and wheat products manufacturing unit on the petitioners' land. Ancillary relief of injunction was also sought.
3. The genesis of the case was a Notification dated November 27, 2006 published in the Official Gazette under Section 4 of the Land Acquisition Act, 1894 (hereinafter referred to as "the LA Act"), whereby several plots of land, including the present subject-plots, were acquired at the public expense for public purpose, namely employment generation and socio-economic development of the area-in-question by setting up Telcon & Allied Industrial Units. After the said acquisition, the land was apparently handed over by the State Government to the WBIDCL with the object of developing the acquired land for the purpose of setting up of Vidyasagar Industrial Park.

4. Pursuant thereto, a registered lease deed was executed on September 6, 2012 by the WBIDCL in favour of Ganapati Flour & Foods (P) Limited.
5. According to the writ petitioners/appellants, since the acquisition was for the purpose of a particular company, being the Telcon and Allied Industrial Units, the payment of compensation ought to have been from the end of the said company and not by way of public expense. Moreover, it is argued that ultimately the acquired land was not used for the purpose for which it was acquired, by executing the impugned lease deed in favour of a flour mill company instead of Telcon and Allied Industrial Units.
6. Thus, the acquisition, it is argued, is bad in law on such ground as well, since the land was not utilised for any public purpose. The projected purpose of setting up Vidyasagar Industrial Park, it is contended, is different from that mentioned in the Section 4 Notification, which was for the setting up of Telcon and Allied Industrial Units.
7. Learned counsel appearing for the appellants argues that the learned Single Judge, despite holding that the writ petition is not maintainable, proceeded to adjudicate the same on merits, thereby exceeding his jurisdiction.
8. Even on the ground of maintainability, it is argued that the learned Single Judge erred in law as the premise of challenge to the concerned lease deed was that there was never any proper and

lawful acquisition. Thus, the challenge in the writ petition hits at the root of the acquisition process itself and the writ petition was, accordingly, maintainable. The scope of the pending suit in respect of the concerned lease deed, it is submitted, which was relied on by the learned Single Judge, is on a different footing and could not debar the writ petitioners/appellants from approaching the court under Article 226 of the Constitution of India.

- 9.** Learned counsel for the appellants argues that the award in respect of the subject-plot was declared in the name of one Vivek Bajoria, an ex-Director of the appellant no.1-Company, despite the appellant no.1-Company being the owner of the property when the same was acquired. It is submitted by learned counsel for the appellants that the said Shri Bajoria had already resigned from the appellant no.1-Company, and relies on a purported resolution of the company, recording the resignation of Vivek Bajoria, dated July 27, 2003.
- 10.** Thus, it is contended that the grant of award in the name of the said Vivek Bajoria, who was not even a Director of the company on the date of the impugned notification under Section 4 of the LA Act, is bad in law.
- 11.** Learned counsel for the appellants further argues that there was neither any de-notification of the subject-land from the jurisdiction of the Midnapore-Kharagpur Development Authority (MKDA), which was in control over the said property, nor was any permission sought from it for raising construction on the subject-land at any

point of time. Hence, the very purpose of the acquisition, vitiated in law and without authority, ought to have been set aside by the writ court.

12. It is argued that the requiring body, namely WBIDCL, was never mentioned in the Section 4 Notification itself and also did not pay the requisite amount of compensation. Thus, the citation of WBIDCL as the requiring body by the State is *de hors* the law as well as beyond the Notification itself.
13. Learned counsel for the appellants cites *Royal Orchid Hotels Limited and Another v. G. Jayarama Reddy and Others*, reported at (2011) 10 SCC 608, for the proposition that if the acquisition is made for a public purpose but a major portion of the acquired land is transferred to a private individual and/or corporate entities, depriving the land owners of their constitutional right to property, such transfer is without jurisdiction. Learned counsel places reliance on Section 300A of the Constitution of India as well as the provisions of the LA Act on such count. It is argued that, as per Section 6, the payment for acquisition, if acquired for the purpose of a company, is to be borne by such company and not by the public. Thus, the acquisition was bad in law on account of the compensation being borne by the public as well.
14. Learned counsel also cites *Shyam Behari and others v. The State of Madhya Pradesh and others*, reported at AIR 1965 SC 427, where a Constitution Bench of the Hon'ble Supreme Court elucidated the

difference between two kinds of declarations under Section 6(1) of the LA Act, one for public purpose and the other for a company. In the latter case, the compensation to be awarded for the property is to be paid by a company, wholly or partly out of the public revenues if the company is controlled by a local authority.

- 15.** In reply, learned Additional Government Pleader (AGP), appearing for the State, contends that a previous challenge by other land losers under the same acquisition process failed up to the Hon'ble Supreme Court. Thus, the points raised in the present writ petition have already been finally decided up to the Apex Court.
- 16.** Secondly, it is submitted that most of the awardees (about 400 out of 405) under the acquisition have already accepted their awarded amounts. Thus, the present challenge by only one of the awardees was rightly held by the learned Single Judge to be not maintainable.
- 17.** Elaborating further on the issue of maintainability, learned AGP cites *Bharat Singh and others v. State of Haryana and others*, reported at (1988) 4 SCC 534, where it was held that when a point is ostensibly a point of law, it is required to be substantiated by facts. The party raising the point, if he is the writ petitioner, must plead and prove such facts by evidence which must appear from the writ petition. If the facts are not pleaded or the evidence in support of such facts is not annexed to the writ petition, the court will not entertain the point. The Hon'ble Supreme Court drew a distinction between a pleading under the Code of Civil Procedure, where

evidence need not be pleaded, and a writ petition or a counter-affidavit, where not only the facts but also the evidence in proof of such facts have to be pleaded and annexed.

- 18.** It is, thus, contended that in the absence of any challenge to the acquisition process in the writ petition, the said writ petition was not maintainable, since the scope of challenge was restricted to the lease deed executed in favour of Ganapati Flour and Foods (P) Ltd., in which regard a suit is already pending before a competent Civil Court.
- 19.** The learned AGP contends that the transfer deed relied on by the appellants was executed in favour of the appellant no.1-Company, represented by its Managing Director Shri Vivek Bajoria. In the list of awardees, it is pointed out, the name of Vivek Bajoria appeared in Serial Nos. 62 and 63. Whereas in Serial No.62, Vivek Bajoria was mentioned by name, in Serial No.63, the name of the appellant-Company appeared within parentheses beside his name. It cannot thus be said that the acquisition process did not reach culmination by passing of a proper award in law, going by the title deed relied on by the appellants themselves.
- 20.** In any event, it is argued, if the appellants were aggrieved by the award, the appropriate remedy available to them would be to seek a reference under Section 18 of the LA Act and not by way of a writ petition.

- 21.** By relying on the affidavit-in-opposition filed by the State before the Writ Court, learned AGP argues that the land was acquired for the public purpose of setting up of an industrial park near the Kharagpur Town, over a large area of land measuring 84.135 acres, which also included the subject-matter of challenge in the present proceeding. It is submitted that ultimately, the land was handed over to the nodal agency (WBIDCL), which in turn executed the impugned lease deed in favour of Ganapati Flour and Foods (P) Ltd., for the public purpose of setting up an industrial park only. Thus, there was no discrepancy between the purpose of the acquisition and the purpose for which it is ultimately being utilised. Moreover, it is contended by the State that the purpose of acquisition was clearly set out in the Notification under Section 4, to the effect that the land would be utilised for setting up an industrial park. Although Telcon initially had offered to set up such park, ultimately they retracted from such commitment and the same was handed over to other willing parties through WBIDCL for setting up the park, which is a public utility project meant for public purpose. Hence, the acquisition was not for Telcon, a company, but for the public purpose of setting up industrial units. Hence, the argument on such count made by the appellants ought not to be entertained.
- 22.** In view of the above, learned AGP prays for the appeal to be dismissed.

23. Upon hearing the respective contentions of the parties, the following questions fall for consideration before this Court:

- (1) *Whether the writ petition was maintainable; if not, whether the Writ Court was justified in entering into the merits of the case.*
- (2) *Whether the acquisition was for the purpose of a company, as opposed to a public purpose under Section 6 of the LA Act and, accordingly, such acquisition at the public expense was vitiated on such ground.*
- (2A) *Whether the acquired land was utilised for a purpose different from that for which it was acquired.*
- (3) *Whether the acquisition process was vitiated by lack of de-notification/permission from the MKDA.*
- (4) *Whether previous unsuccessful challenges to the self-same acquisition process by other land losers debars the writ petitioners/appellants from challenging the same.*
- (4A) *Whether there should be interference by the Writ Court in view of awards already being passed and a substantial majority of the land losers having already received compensation in terms thereof and as the acquired land is already being utilised for a public purpose.*
- (5) *Whether the award, having been passed in the name of Vivek Bajoria instead of the appellant no.1-Company, vitiates the acquisition proceeding.*

The said issues are dealt with as follows:

(1) *Whether the writ petition was maintainable; if not, whether the Writ Court was justified in entering into the merits of the case.*

- 24.** For deciding the maintainability of the writ petition, its prayers have to be looked at in conjunction with the cause of action for the writ petition. The primary relief sought in the writ petition is embodied in prayer (a) thereof, which is set out below:

“a) a writ in the nature of Mandamus commending the respondents from giving any effect or further effect to the impugned deed of lease which was made between West Bengal Industrial Development Corporation Limited (WBIDC) and Ganapati Flour & Foods (P) Limited marked as annexure “P5” to the petition in respect of the land of the petitioners and commending the respondents not to acquire the land of the petitioners for developing Vidyasagar Industrial Park for setting up of manufacturing industries and commending the respondents not to set up of flour mill/Atta mill accessories, spare parts and wheat products manufacturing unit on the land of the petitioners.”

- 25.** It is to be noted that the said prayer does not directly challenge the legality or validity of the lease deed executed in favour of the respondent no.8-Ganapati Flour & Foods (P) Limited but seeks a restraint order from giving any effect to the same, conjointly with a prayer that the respondents may not acquire the writ petitioners’

land for developing the Vidyasagar Industrial Park for setting up of manufacturing industries, etc. Thus, the primary relief in the writ petition is not restricted to a standalone challenge to the lease deed on its own footing but is premised on a challenge to the acquisition process which culminated in the same. Thus, on a composite reading of the cause of action and the reliefs sought in the writ petition, it cannot be said that the pendency of a civil suit solely on the validity of the lease deed precluded the writ petitioners from invoking the jurisdiction of this Court under Article 226 of the Constitution of India.

- 26.** The above proposition is further borne out by the pleadings and the grounds taken in the writ petition. Most of the grounds taken in the writ petition challenge the acquisition itself. Even in the pleadings preceding the grounds, the validity and legality of the acquisition process itself has been questioned.
- 27.** Thus, the challenge in the writ petition was much wider than a mere challenge to the lease deed on its own footing. Hence, the Writ Court erred in law in holding that the writ petition was not maintainable.
- 28.** The proposition laid down in *Bharat Singh (supra)*¹ is not apt in the context of the present *lis*. There cannot be any dispute with the proposition that, unlike the pleadings of a civil suit, in a writ

¹ ***Bharat Singh and others v. State of Haryana and others*, reported at (1988) 4 SCC 534**

petition the evidence is also required to be pleaded on affidavit and substantiated by corresponding evidence by way of annexures.

29. We do not find any dearth of such challenge in the pleadings. The writ petitioners/appellants challenged the Notification under Section 4, which was annexed to the writ petition, along with the connected declaration under Section 6 of the LA Act. The deed of lease in favour of Ganapati Flour & Foods (P) Limited was also annexed, as well as the other relevant documents on which the challenge in the writ petition was based.

30. Thus, this issue is decided in favour of the appellants, by holding that the writ petition was maintainable.

31. Consequentially, the question as to whether the Writ Court was justified in entering into the merits of the case becomes redundant, since once it is held that the writ petition was maintainable, it was the incumbent duty of the Writ Court to adjudicate the writ petition on merits.

(2) Whether the acquisition was for the purpose of a company, as opposed to a public purpose under Section 6 of the LA Act and, accordingly, such acquisition at the public expense was vitiated on such ground.

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(2A) Whether the acquired land was utilised for a purpose different from that for which it was acquired.

- 32.** Since these issues are connected, both are taken up together for adjudication. The Notification under Section 4, published on November 27, 2006, categorically mentioned that the schedule land was likely to be needed to be taken by the Government/Government Undertaking/Development Authorities *at the public expense for a public purpose viz., employment generation and socio-economic development of the area.*
- 33.** Such purpose, which predicated the next part of the sentence in the Notification, clearly enumerated the purpose to be public. Such purpose was only contemplated to be given effect to by setting up Telcon and Allied Industrial Units on the concerned land. As opposed to an acquisition for a company, where it would have been clearly specified that the acquisition was contemplated for the purpose the company-in-question, in the present case, the Notification categorically enumerated that it was for a public purpose, which was specifically stated to be employment generation and socio-economic development of the area.
- 34.** Hence, as opposed to an acquisition “for a company”, as envisaged in the second proviso to Section 6(1) of the LA Act, the acquisition was for a “public purpose”, namely employment generation and socio-economic development of the adjoining area. The mention of Telcon and Allied Industrial Units was only meant to indicate the then contemplated modality for achieving such public purpose. Thus, the acquisition was not for Telcon and Allied Industrial Units

but it was the mere agency through which the public purpose of employment generation and socio-economic development was sought to be achieved.

- 35.** This view finds further support in the subsequent activities of the State. After acquisition, the property was handed over to the nodal agency, WBIDCL, which is a Government instrumentality specifically tasked with the function of industrial development in the State of West Bengal. Thereafter, as evident from the stand taken by the State in its affidavit-in-opposition to the writ petition, since Telcon did not agree to go ahead with the project, the same was sought to be achieved by giving leases to other willing parties. However, the common refrain underlying the entire course of action of the State was to achieve the public purpose of developing the region for setting up industrial units by creating an industrial park.
- 36.** Hence, handing over of the property by way of a lease deed to Ganapati Flour & Foods (P) Limited was only a means to the end of setting up an industrial park, which was given a nomenclature “Vidyasagar Industrial Park”. The name given to the industrial part was immaterial. What was material was that the purpose remained the same throughout, being employment generation and socio-economic development of the area by setting up an industrial park, through whichever entity.
- 37.** In the lease deed dated September 6, 2012 executed in favour of Ganapati Flour & Foods (P) Limited, the specific purpose for such

lease has been clearly enumerated, *inter alia*, in Clauses 6.3 and 7.1 thereof. Between the said Clauses, it is clearly mentioned that the lessor WBIDCL had obtained freehold right, title and interest of the project land of the Government of West Bengal by dint of a deed of lease dated December 7, 2007 with the object of developing the land for use for setting up of Vidyasagar Industrial Park and it was enjoined upon the lessor not to allow the said project land and/or any building or structure constructed thereon to be used for any purpose other than any activity relating to setting up of engineering and manufacturing activity directly associated with it.

- 38.** It was further mentioned that the lessee had agreed to set up the unit of flour mill/Atta mill accessories, spare parts and wheat products manufacturing and had agreed to confine the business to be set up in the said plot strictly within the activity mentioned in the lease deed.
- 39.** Hence, it cannot be said that the acquired land was being sought to be utilised for some other purpose than that for which it was acquired. The purpose of acquisition has remained the same and has been adhered to all along.
- 40.** For the sake of clarity, although not argued specifically, it is required to be taken into consideration that the definition of “industry”, for the purpose of interpreting the term “industrial park”, would lie entirely within the policy domain of the concerned Government and cannot be interfered with by the Courts, so long as

the industry mentioned in the ensuing projects or lease deeds did not deviate so far from the notion of “industry” so as to be impossible to be construed so by a reasonable person. In any event, the basic premise of achieving employment generation and socio-economic development, which was the avowed purpose for such acquisition as per the Notification under Section 4 of the LA Act, has only been sought to be achieved by the assailed lease deed.

- 41.** Thus, the acquisition was clearly for a public purpose and not for a company and is now being sought to be utilised for such public purpose alone.
- 42.** These issues, thus, are decided against the appellants.

(3) Whether the acquisition process was vitiated by lack of de-notification/permission from the MKDA.

- 43.** It is conspicuous in this context that the MKDA itself has not challenged the grant of lease deed in favour of Ganapati Flour & Foods (P) Limited on the ground that no permission was sought from it before carrying out the intended development project on the subject-land. The writ petitioners/appellants, being third parties, have no *locus standi* to raise such question at all.
- 44.** Even otherwise, the LA Act, being a Central special statute with regard to acquisition of land, overrides other provisions and notifications of conflicting State legislations of a general nature.

- 45.** In fact, the aforesaid broad principle need not be looked into at all in view of the public notice issued by the MKDA on July 15, 2015, which was annexed to the writ petition by the writ petitioners/appellants themselves as Annexure “P6”.
- 46.** The relevant clause, embodied in the last paragraph of the first page of the said notice, mentioned that no development, institution or change of use of any land shall be undertaken or carried out for the concerned planning area (apparently including the subject-plots) as stated in the Schedule annexed therewith. Clause (b) thereunder stipulated that no such activity shall be carried out without obtaining the permission in writing provided for thereafter.
- 47.** The said notice was issued under the authority claimed under the West Bengal Town and Country (Planning and Development) Act, 1979 (in brief, “the 1979 Act”). It is a well-settled principle of law that in respect of subject-matters falling within the Concurrent List under the Seventh Schedule of the Constitution of India, provisions of a Central Legislation would prevail over a State Legislation, where there is a conflict between the two. Serial No. 20 of List-III of the Seventh Schedule of the Constitution of India (Concurrent List) covers economic and social planning. On the other hand, Serial No. 42 of the said List speaks about acquisition and requisitioning of property. Hence, insofar as acquisition of property is concerned, the same falls within the domain of the Concurrent List, where the above principle applies.

- 48.** Whereas the 1979 Act broadly comes under Serial No.20, the LA Act specifically deals with acquisition of land, which is a special statute coming within the ambit of Serial No.42. Thus, in the event there is a conflict between the 1979 Act and the LA Act, the latter overrides the provisions of the former, both as a special statute in the field and as a Central statute, having primacy over State legislations in subjects covered by the Concurrent List.
- 49.** Even otherwise, the position of law, upon a Notification under Section 4 being issued and a declaration being published under Section 6 of the LA Act, is that the subject-land comes within the purview of intended acquisition under the said Act. In the present case, the acquisition process has been completed and awards have already been declared, possession of the land also being taken over by the State Government. Hence, the acquired lands have vested in the State and the MKDA does not have any authority over the same. Thus, no de-notification was at all required to be undertaken before the acquisition was given final shape by achieving the purpose for which it was initiated.
- 50.** Even otherwise, since the MKDA has not raised any issue as to requisite permission, if at all necessary, having not been obtained from it, it does not lie in the mouth of the appellants to raise such issue at all.
- 51.** Thus, the above question is a non-issue insofar as the validity of the acquisition process is concerned.

(4) *Whether previous unsuccessful challenges to the self-same acquisition process by other land losers debars the writ petitioners/appellants from challenging the same.*

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(4A) *Whether there should be interference by the Writ Court in view of awards already being passed and a substantial majority of the land losers having already received compensation in terms thereof and as the acquired land is already being utilised for a public purpose.*

- 52.** These issues, having a common logical thread, are also taken up together for adjudication.
- 53.** It is argued by the State that previous challenges by other land losers against the self-same acquisition proceeding failed up to the Hon'ble Supreme Court. Such failure, even if it was on merits, does not operate as *res judicata* or even attract the principle of *issue estoppel* directly on the writ petitioners/appellants for the simple reason that they were not parties to such proceedings. However, judicial propriety demands that the doctrine of finality of litigation and Comity of Courts come into play in such a scenario.
- 54.** In the present case, since the self-same acquisition proceeding was assailed but the same was upheld up to the Apex Court of the country, it would be a gross violation of judicial decorum if the Writ Court was to upset such position of law by holding that the

acquisition process was unlawful. Hence, even apart from the acquisition proceeding being valid, as held above, there was little or no scope for the Writ Court to unsettle the position of law which has been settled by the uppermost court of the country. Hence, although technically the principles of *res judicata* and *issue estoppel* do not apply, an acquisition proceeding which has been upheld up to the top court of the country cannot be set aside at the drop of a hat. If such challenges were to be permitted, there would be no end to litigation as in such event, every other day one or the other land losers would come up with a similar challenge and there would be no end to litigation, unnecessarily hampering the public project.

- 55.** Furthermore, we find that no clear explanation has been given by the writ petitioners/appellants as to why they sat tight throughout the relevant period while the validity of the acquisition proceeding was upheld up to the Supreme Court. The flimsy ground of first knowledge pleaded in the writ petition is that the writ petitioners derived knowledge from respondent no.8-Ganapati Flour & Foods (P) Limited, with which the writ petitioners/appellants have conflicting interest, without explaining as to how and in what circumstances such knowledge was derived. Thus, considerations of equity ought to have precluded the Writ Court in any event from interfering at this belated stage with the acquisition proceeding at the behest of the writ petitioners/appellants.

- 56.** Even otherwise, already 400 out of 405 awardees have received their compensation after the awards being declared and the land has admittedly been put to the use for which it was acquired. In Paragraph No.4 of the writ petition itself, the appellants admitted that the respondent no.8-Ganapati Flour & Foods (P) Limited had started construction work on the subject-land on April 16, 2014 by filling up earth, which was evidently in pursuance of the lease deed executed in their favour on behalf of the State Government by the nodal agency, WBIDCL. In such view of the matter, the public purpose of acquisition itself would be defeated and a public project stalled unnecessarily if there is court interference at this stage. Hence, equitable considerations are heavily tilted against granting the reliefs sought by the writ petitioners/appellants.
- 57.** As rightly argued by the State, if the appellants were aggrieved by the awards being passed in the name of a wrong person or having enumerated a wrong quantum or incorrectly apportioned the compensation, the remedy open to the appellants would be to approach the reference court under Section 18 of the LA Act. Having not done so, there was no reason as to why the writ court would interfere at the appellants' behest, after the awards were already passed and had attained finality.
- 58.** Hence, this issue is also decided against the appellants.

(5) Whether the award, having been passed in the name of Vivek Bajoria instead of the appellant no.1-Company, vitiates the acquisition proceeding.

- 59.** A perusal of the title deed of the appellants shows that the same was executed in favour of the appellant no.1-Company, Shree Garden Resort Private Limited Company, on behalf of whom its Managing Director, Vivek Bajoria signed the document. In the description of parties in the said title deed, it was mentioned that the purchaser was Shri Vivek Bajoria on behalf of the appellant no.1-Company.
- 60.** In the award passed in respect of the subject-plots, thus, the name of Vivek Bajoria was rightly recorded. In one of the serial numbers, in respect of a portion of the said lands, the name of the appellant no.1-Company also featured within parentheses beside the name of Vivek Bajoria.
- 61.** The duty of the Land Acquisition Collector, under the provisions of the LA Act, is confined to a general enquiry on the basis of the documents on record. Since the title deed relied on by the appellants themselves indicates that Vivek Bajoria's name appeared therein on behalf of the appellant no.1-Company, this Court does not find fault in the award being passed in the name of Vivek Bajoria (in the name of the Company).

- 62.** In any event, the appellant no.1-Company got several opportunities to ventilate its grievance, first under Section 5A of the LA Act, upon issuance of notification under Section 4, and thereafter under Section 11(1), upon measurement being done and notice being published respectively under Sections 8 and 9 of the said Act. Having not availed of such opportunities, nor having sought any reference under Section 18 of the LA Act, the writ petitioners/appellants cannot now be heard to challenge such award in the garb of a writ petition assailing the acquisition proceeding itself.
- 63.** In any event, any defect in the award, if at all, could not retrospectively vitiate the entire acquisition proceeding.
- 64.** Accordingly, this issue is also decided against the appellants.

CONCLUSION

- 65.** In view of the above findings, this Court is of the clear opinion that the learned Single Judge was justified in dismissing the writ petition on merits by turning down the contentions raised by the appellants.
- 66.** Within the limited scope of an intra-court appeal, there is no scope of interference on the grounds raised in the appeal.
- 67.** Thus, the appeal fails.
- 68.** F.M.A. No.621 of 2025 is accordingly dismissed on contest, thereby affirming the judgment dated February 20, 2025 passed in WPA No.12900 of 2014.

- 69.** Interim orders, if any, stand vacated.
- 70.** Interim applications, if any, stand disposed of.
- 71.** There will be no order as to costs.
- 72.** Urgent certified copies, if applied for, be supplied to the parties upon compliance of due formalities.

(Sabyasachi Bhattacharyya, J.)

I agree.

(Supratim Bhattacharya, J.)