

GAHC010073032023



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/2039/2023

CHANDRA DHAR TERON
SON OF LATE BIREN CH. TERON,
RESIDENT OF PAMOHI, GORCHUK, P.S.- GORCHUK,
DISTRICT- KAMRUP(METRO), ASSAM.

VERSUS

THE STATE OF ASSAM AND 6 ORS
REPRESENTED BY COMMISSIONER AND SECRETARY TO THE
GOVERNMENT OF ASSAM,
FORESTS ENVIRONMENT AND CLIMATE CHANGE,
AARANYA BHAWAN 6TH MILE JURIPAR,
GUWAHATI.

2:THE PRINCIPAL CHIEF CONSERVATOR OF FOREST
HEAD OF FOREST PROTECTION FORCE
GOVT. OF ASSAM
GUWAHATI
ASSAM.

3:THE CHIEF CONSERVATOR OF FOREST(TERRITORIAL)
ASSAM
PANBAZAR
GUWAHATI- 781001.

4:THE DIVISIONAL FOREST OFFICER
KAMRUP (EAST DIVISION)
BASISTHA
GUWAHATI- 781029.

5:THE DEPUTY COMMISSIONER
KAMRUP(METRO)

HENGRABARI
GUWAHATI
ASSAM.

6:THE DEPUTY CONSERVATOR OF FOREST (C)
GOVERNMENT OF INDIA
MINISTRY OF ENVIRONMENT FOREST

LAITUMUKHRA SHILLONG- 79303.

7:THE RANGE OFFICER
RANI RANGE
(SOUTH GUWAHATI RANGE)
DISTRICT KAMRUP(M)
ASSAM

Advocate for the Petitioner : MR. M KHATANAR

Advocate for the Respondent : SC, FOREST

BEFORE
HONOURABLE MR. JUSTICE MICHAEL ZOTHANKHUMA

ORDER

12.04.2023

1. Heard Mr. M. Khataniar, learned counsel for the petitioner, who submits that the respondents should be directed to approve the proposal submitted by the petitioner on 29.10.2022 for extension of his lease period for the Mainakhurung Stone Mahal No.A under the D.F.O, Kamrup East Division.
2. Mr. D. Gogoi, learned counsel for the Forest Department, on the other hand submits that a perusal of paragraph-5 of the writ petition would clearly go to show that the petitioner had been allowed to operate the Stone Mahal for period of 5 years, on the basis of the Lease Agreement dated 07.10.2006. He accordingly submits that there is no question of extending the operation of the Stone Mahal in favour of the petitioner without any basis for the same.

3. On considering the submissions made by the learned counsels for the parties, it is clear that the petitioner has approached this Court for extension of the leased period of Stone Mahal, which had ended after 5 years of making the Lease Agreement dated 07.10.2006. It is the view of this Court that in the matter of State largesse, the State is required to ensure that the public interest is best served by a transparent process, issuing a tender or having an auction, wherein different persons/entities can compete for operating the Stone Mahal, thereby ensuring that the State is able to get the best competitive price for its resources. In the case of ***Meerut Development Authority vs Association of Management Studies & Another***, reported in ***(2009) 6 SCC 171***, the Apex Court has held that even in contractual matters, the State or other authorities are bound to act within legal limits and actions are required to be free from arbitrariness and favouritism. It further held that disposal of public property by the State partakes the character of a trust. The methods to be adopted for disposal of public property must be fair and transparent, providing an opportunity to all interested persons to participate in the process. Keeping in view the judgment of the Apex Court, this Court does not find any ground to allow this writ petition, especially when his term for the Stone Mahal ended after 5 years subsequent to the agreement made in 2006.

4. The petitioner's prayer in the writ petition is to enable him to operate the Stone Mahal and extract the resources, in the absence of any fair method of getting allotment of the Stone Mahal, would be in violation of Article 14 of the Constitution. As there is nothing to show that any enforceable legal or fundamental right of the petitioner has been violated in this writ petition, the petitioner cannot be said to be an aggrieved person. As such, this Court does not find any reason to exercise its discretion in this writ petition.

5. The writ petition is accordingly dismissed.

JUDGE

Comparing Assistant