



2025:AHC:175060-DB

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - C No. - 34448 of 2025

Ashirvad Kumar Gaurav

.....Petitioner(s)

Versus

State Of U.P. And 5 Others

.....Respondent(s)

Counsel for Petitioner(s)	: Santosh Kr. Singh Paliwal, Vipin Kumar Singh
Counsel for Respondent(s)	: C.S.C.

Court No. - 40

**HON'BLE SARAL SRIVASTAVA, J.
HON'BLE AMITABH KUMAR RAI, J.**

1. Heard learned counsel for the petitioner and Shri Anil Bhushan, learned Senior Advocate assisted by Shri Vipin Kumar Singh, and Shri W.H. Khan, learned Senior Counsel assisted by Shri Javed Khan, learned counsel for the respondents.

2. The petitioner, by means of the present writ petition, has assailed the order dated 16.9.2025 passed by respondent No. 4, Deputy Director (Fisheries), Vindhyachal Division, District Mirzapur, whereby the contract of respondent No. 6 for fisheries activities has been restored.

3. At the very outset, Shri W.H. Khan, learned Senior Advocate, states that respondent No. 6 does not propose to file any counter affidavit and that the writ petition may be decided at this stage.

4. The challenge has been made on the ground that under Government Order dated 25.9.2023, a procedure has been prescribed for extension of the lease after expiry of five years from the date of grant of lease. Clause 2(II) of the said Government Order requires that before extending the contract beyond five years for a further period of three years, a report of the committee assessing the performance of the lease-holder for the preceding five years must be obtained. It is further contended that even Condition No. 2 of the lease deed incorporates the same stipulation. Therefore, restoration of the contract in favour of respondent No. 6 by respondent No. 5, without following the procedure contemplated under the Government Order dated 25.9.2023, is illegal.

5. Shri W.H. Khan, learned Senior Counsel appearing for respondent No. 6, does not dispute the aforesaid proposition advanced by learned counsel for the petitioner and submits that, since the matter is

pending consideration, the impugned order may be set aside and the competent authority (respondent No. 3) may be directed to consider the question of extension of lease within a time-bound period, inasmuch as the lease was originally granted for ten years, which is still subsisting, and the extension after five years is subject to stipulations in the agreement.

6. In view of the submissions advanced, the impugned order dated 16.9.2025 is set aside. The matter is remitted to respondent No. 3, who shall consider the extension of lease strictly in accordance with law and in terms of the procedure prescribed under the Government Order dated 25.9.2023, within a period of one month from the date of production of a certified copy of this order.

7. It is needless to say that extension of the agreement is exclusively a matter between the competent authority and respondent No. 6, and the petitioner has no locus standi in the process of extension of the said contract. Respondent No. 3 shall, therefore, not involve the petitioner in the proceedings for extension of lease in favour of respondent No. 6.

8. Accordingly, the writ petition is allowed.

(Amitabh Kumar Rai,J.) (Saral Srivastava,J.)

September 26, 2025

Sumaira