

**HIGH COURT OF TRIPURA
AGARTALA**

WP(C) 233 of 2026

1. **Bhutoria Rolling Mills Pvt. Ltd.**
Represented by its Authorized Representative,
Having its registered office at 8A, Lindsay Street, Kolkata -700087
2. **Bhutoria Valve Udyog Ltd.**
Represented by its Authorized Representative,
Having its registered office at 8A, Lindsay Street, Kolkata -700087

.....PETITIONERS

VERSUS

1. **Tripura Industrial Development Corporation Limited (TIDC)**
Represented by its Managing Director, Shilpa Nigam Bhawan,
Khejurbagan, P.O. Kunjaban, Agartala, West Tripura - 799006
2. **State of Tripura**
Represented by the Secretary,
Department of Industries and Commerce,
Khejurbagan, Agartala, West Tripura-799006.

.....RESPONDENTS

For Petitioner(s)	:	Mr. Debalay Bhattacharya, Sr. Advocate Mr. Agniva Chakraborti, Advocate Mr. Samar Das, Advocate
For Respondent(s)	:	Mr. Kohinoor N. Bhattacharya, G.A. Mr. B.N. Majumder, Sr. Advocate Mr. Rajib Saha, Advocate

HON'BLE JUSTICE DR. T. AMARNATH GOUD

03.04.2026

FINAL ORDER

- [1] Heard learned counsel for the respective parties.
- [2] The instant petition has been filed under Article 226 of the Constitution of India for setting aside /quash the termination of lease

agreement order dated 04.08.2025 passed by respondent No.1 and further to direct the respondents and each of them to consider the payment w.r.t rental dues made by the petitioner vide letter dated 21.01.2026 to respondent No.1.

[3] The case of the petitioners in brief is that dispute arises out of a long-standing lease granted in favour of Petitioner No. 2 in the year 1974 for a period of 99 years and the leased land was subsequently vested in petitioner No. 1 pursuant to a Scheme of Arrangement sanctioned by the Calcutta High Court in 1990, which was duly communicated to the Respondents. According to the petitioners, due to adverse circumstances including shortage of power and raw materials, operations at the leased premises were discontinued in 1986. However, it is contended that the petitioners consistently demonstrated their intent to revive and utilize the land by submitting multiple proposals between 2006-2012, which were not acted upon by the respondents.

[4] It is further contended that after a prolonged period of inaction, respondent No. 1 issued a Show Cause Notice dated 11.07.2025, alleging non-utilization of the land. Thereafter, petitioner No.2 submitted a detailed reply on 24.07.2025 explaining the factual and legal position and contesting the jurisdiction to terminate the lease. According to the petitioners, without considering the said reply, respondent No. 1 arbitrarily passed the Impugned Termination Order dated 04 08.2025, in violation of principles of natural justice. It is also contended that subsequent representations and reminders by the petitioners were either ignored or met with contradictory conduct by the respondents, who continued to seek documents and entertain proposals even after termination, thereby rendering the impugned action arbitrary and self-contradictory. According to the petitioners, they, under a bona fide belief, even tendered rental dues on 21.01.2026, which were refused by Respondent No. 1 on 03.02.2026, reiterating the termination and directing fresh allotment.

[5] Since, the repeated requests for reconsideration and personal hearing have not been answered, being aggrieved thereby, the petitioners have filed the instant petition seeking the following reliefs:

- “i) Admit this Writ Petition;
- ii) Issue notice upon the Respondents;
- iii) Call for records relevant to the subject matter of the case,
- iv) ISSUE RULE, calling upon the Respondents and each of them, to show cause as to why for issuance of a Writ in the nature of Certiorari and/or in the nature thereof, for setting aside/ quash the termination of lease agreement order dated 04.08.2025.
- v) ISSUE RULE, calling upon the Respondents and each of them, to show cause as to why for issuance of a Writ in the nature of Mandamus directing the Respondents and each of them to consider the payment with reference to rental dues made by the Petitioner vide letter dated 21.01.2026.
- vi) After hearing the parties, be pleased to issue Rule absolute;.....”

[6] It is seen from record that a show-cause notice dated 11th July, 2025 was issued by the respondent No.1 directing the petitioner No.2 to submit its reply within seven days of the receipt of the show cause notice. It is contended that the show case notice was received on 21st July, 2025 and thereafter, the petitioner No.2 responded on 24th July 2025 to the show-cause notice. But, on 4th August 2025, the Lease Agreement was terminated by respondent No.1 without considering the said reply to show cause notice mentioning that “ *Whereas, this office has also issued one show cause notice vide No.DDI/Tech/2(13)/93/3008-09 Dated 11.07.2025 through speed post, upon the unit asking to explain within 7 days from the date of receipt the notice, as to why the lease deed agreement should not be terminated. As per the postal record, the letter was delivered on 21.07.2025 but till date no reply is received from your end*”. सत्यमेव जयते

[7] Mr. D. Bhattacharya, learned senior counsel assisted by Mr. Samar Das, learned counsel appearing for the petitioners submits that since the impugned Termination Order dated 4th August 2025 has been passed without considering the reply to show-cause notice made by the petitioner No.2 on 24th July 2025, therefore, the said termination order is liable to be set aside and the matter be remanded back to the respondents authority for fresh consideration.

[8] Mr. Bhattacharya, learned senior counsel for the petitioners further submits that as per the track-report of the consignment in the website

of India Post, the reply of the petitioner dated 24.07.2025 to the show-cause notice dated 11th July, 2025, was delivered to the respondent on 11.08.2025. Since, the impugned termination order was passed on 4th August, 2025 i.e. prior to receipt of the reply dated 24.07.2025 from the petitioner, the said reply was not considered by the concerned respondent.

[9] In view of the above discussions, this Court feels that ends of justice would be met if the said reply of the petitioner stated to have been made on 24.07.2025 to the show-cause notice dated 11th July 2025, be examined while passing any Termination order by the respondents. Thus, without going into the merits of the case, the matter is remanded back to the respondents with a direction to decide the case of the petitioners afresh taking into consideration the reply to show-cause notice dated 11th July 2025 made by the petitioner No.2 on 24.07.2025 at the earliest in accordance with law and thereafter, to pass appropriate reasoned order as early as possible preferably, within a period of two months from today.

[10] With the above observations and directions, the present writ petition is disposed of. The impugned termination of lease agreement order dated 04.08.2025 passed by respondent No.1 is set aside. As a sequel, miscellaneous application(s), pending if any, shall also stand closed.

JUDGE

Sabyasachi G.

SABYASACHI GHOSH
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