



IN THE HIGH COURT OF ORISSA AT CUTTACK

WP(C) No.23213 of 2026

Jyoti Ranjan Parida

....

Petitioner

Mr. Janaki Kanta Mahaptra, Advocate

-versus-

State of Odisha and others

....

Opposite Parties

Ms. Biswabara Dash,
Addl. Standing Counsel

CORAM:

HON'BLE THE CHIEF JUSTICE

AND

HON'BLE MR JUSTICE CHITTARANJAN DASH

ORDER

28.07.2026

Order No.

01. 1. The present writ petition is filed with the following prayer(s):-

*“The petitioner, therefore, prays that your Lordships would be graciously pleased to admit this Writ Petition, call for the records and after hearing the parties allow the same, issue writ/writs in the nature of certiorari/ mandamus and /or any other further writ and direct to extend the tenure of Lease period i.e. Saradhapur Stone Quarry, Odagaon Tahasil, Dist.- Nayagarh, Odisha under Annexure-2 for a further period of 1 year and seven months w.e.f 02.08.2026. And may direct to the Opp.party No,3, the Mining Officer-cum-Competent Authority, (Minor Minerals), Nayagarh consider the application dated 12.01.2026 under **Annexure-10**. And/or to compensate the petitioner for loss sustained by him for such period within a stipulated period, which may fixed by this Hon'ble court.xxx”*

2. Learned counsel for the petitioner submitted that the petitioner on 03.08.2021 executed a quarry lease in respect of



Saradhapur Stone Quarry for a period of five years with approved Mining Plans and valid Environmental Clearance. Despite complying with obligations and paying dues, the petitioner could not extract the requisite quantity due to administrative exigencies for certain periods. It is submitted by the learned counsel for the petitioner that the petitioner has already made a representation dated 12.01.2026 before the opposite party no.3 for extension of lease period and the same is still pending for consideration.

2.1. It is further submitted by learned counsel for the petitioner that this Court directed the authority to consider the representation seeking extension of lease period during which the sand sairat could not be operated by the lease holder in the cases of ***Prasanta Kumar Mohanty vs. State of Odisha***, W.P.(C) No.33235 of 2025 vide judgment dated 17.12.2025 and ***Suraj Agrawal vs. State of Odisha and others***, W.P.(C) No.32657 of 2025 vide order dated 06.01.2026.

3. Learned Additional Standing Counsel though resisted grant of extension of period of lease due to absence of power under the statute, however conceded that cases of certain lease holders were considered by the competent authority.

3.1. To countenance such submission, the learned Additional Standing Counsel relied upon the case of the Hon'ble Supreme Court of India rendered in the case of ***Dharmendra Kumar Singh v. State of Uttar Pradesh***, (2021) 1 SCC 93, wherein it has been held that the Court cannot compel the State to extend or renew the period of lease, in absence of any rule. It is, therefore, urged that the contention and the prayer made by the petitioner beseeching extension of the period of lease is misconceived and untenable.



4. Considered the submission advanced by the counsel for respective parties. It is admitted fact on record that the tenure of the lease in respect of Saradhapur Stone Quarry was granted in favour of the petitioner by way of execution of lease deed on 03.08.2021 **and, thereby the period of lease would expire on 02.08.2026.**

5. Perusal of judgment dated 17.12.2025 in the case of **Prasanta Kumar Mohanty (supra)**, it is revealed that this Court has made the following observations:-

*“7.5. ***It was all along the stand of the State in the said report that the prayer for extension and/or renewal of a period in which the order of the NGT was operative cannot be granted in absence of any statutory Rules or the policy having taken in this regard and in pursuit of determining the same, the apex Court [Dharmendra Kumar Singh Vrs. State of Uttar Pradesh, reported in (2021) 1 SCC 93], in unequivocal terms held that if such a deprivation is shown, which cannot be attributed to the conduct of a mining leaseholder, the law permits the refund of the security deposit and the advanced royalty deposited by him in the following:*

‘43. We, thus, find that the appropriate course of action to be adopted in this case cannot be to extend the lease for the obstructed period but to direct that the security deposit, if not already refunded, should be refunded and the amount deposited by the appellants/leaseholders as advance royalties to the respondent State be also paid back to them along with something more.’

7.6. A distinction can be drawn between an involuntary act and a voluntary act. In the event, the lessee or the lessor has committed a fault or committed a breach of the terms and conditions of the lease or the statutory



provisions, the equity does not come to play. The position would have been different when neither of the contracting parties is at fault, but the deprivation is by virtue of an interdict created by an order of the NGT, such involuntary act cannot be equated with the voluntary act nor the principles governing such situation should be blurred.

8. As indicated hereinabove, we have noticed that in some of the cases, the Government have taken a decision on the representation of the mining leaseholder to extend the period and, therefore, we direct the authorities to consider the said prayer independently without being swayed by the observations made hereinabove. In the event, the authorities declined to extend the period or renew the lease, the security deposit and the advance royalty paid by the petitioner shall be refunded within two weeks from the said decision with an interest @ 6% per annum from the date of the deposit till the payment thereof.”

5.1. ***Dharmendra Kumar Singh (supra)*** originated from the State of Uttar Pradesh, where the operation of several mining leases was kept at halt by the order of the National Green Tribunal. The Supreme Court of India noticed the distinguishing features. Some of the mining areas were falling within the purview of the Forest Act and some beyond the same. The applicability of Section 4 of the Forest Act, 1927 was taken into consideration and the Supreme Court took note of the fact that they were prevented from operating the lease because of the order of the National Green Tribunal. The said Court in unequivocal terms held that if the mining policy or the applicable statute does not permit any extension or the renewal, it would not be proper on the part of the Court to issue a *mandamus* in the following:



“37. We do find ourselves in agreement with the submission of the learned counsel for the State that the right to extension of lease either flows from a statutory provision or from the terms of the lease between the parties concerned. If there has been an obstructed period by reason of a judicial interdict, that itself will not give window to extend the lease by not following the statutory provisions, especially when the terms of the lease do not provide for any consequences thereof.”

5.2. In the said case of **Dharmendra Kumar Singh (supra)** in clear and unequivocal words, it was held that in absence of any statutory provision, the Court should not pass a direction upon the authorities to do an act contrary thereto and, therefore, this Court does not find that any direction as sought for in the form of writ of *mandamus* can be granted.

5.3. Equally, we have noticed in recent past that in some of the cases, the Government has taken a conscious decision based upon a policy to permit the quarry leaseholders to operate. Whether that is permissible or not is the wisdom of the administrative authority to ponder upon and no such direction can be passed by the Court in judicial fiat.

5.4. In **Dharmendra Kumar Singh (supra)**, the State was formidably opposing the prayer of the mining leaseholders seeking for extension and relying on the separate provision of the Rules and the statute, including the policy adopted by the Government of Uttar Pradesh, which dislodged the claim of the mining leaseholder to have the lease extended or renewed. In pursuit of the same, though there appears to be a word ‘concession’ used in paragraph 41 thereof, the same has to be read in juxtaposition with the other



contentions raised by the State in the said matter. It was all along the stand of the State in the said report that the prayer for extension and/or renewal of a period in which the order of the National Green Tribunal was operative cannot be granted in absence of any statutory Rules or the policy having taken in this regard and in pursuit of determining the same, the Supreme Court held that if such a deprivation is shown, which cannot be attributed to the conduct of a mining leaseholder, the law permits the refund of the security deposit and the advance royalty deposited by him in the following:

“43. We, thus, find that the appropriate course of action to be adopted in this case cannot be to extend the lease for the obstructed period but to direct that the security deposit, if not already refunded, should be refunded and the amount deposited by the appellants/leaseholders as advance royalties to the respondent State be also paid back to them along with something more.”

5.5. A distinction can be drawn between an involuntary act and a voluntary act. In the event, the lessee or the lessor has committed a fault or committed a breach of the terms and conditions of the lease or the statutory provisions, the equity does not come to play. The position would have been different when neither of the contracting parties is at fault, but the deprivation is by virtue of an interdict created by an order of the National Green Tribunal, such involuntary act cannot be equated with the voluntary act nor the principles governing such situation should be blurred.

5.6. The reliance to an unreported judgment of this Court in **Narayan Nayak vrs. State of Odisha**, W.P.(C) No.10384 of 2021 disposed of on 05.03.2024 is one of the cases concerning the



voluntary act. In the said case, there was a default or a breach committed by the mining leaseholder in not submitting the requisite certificate and in such eventuality, the claim for refund was denied. We have no hesitation nor a dissent to the proposition laid down therein for the simple reason that if the quarry could not be operated because of the fault of the lessee in complying with the terms and conditions of the lease or the statutory provision, he does not deserve any equitable relief(s) in the form of a refund. However, the position is different when he cannot be blamed for a breach of any of the terms and conditions or the statutory provision and, therefore, the decision rendered in **Narayan Nayak (supra)** has no manner of applicability in the instant case.

6. This Court in **Suraj Agrawal vs. State of Odisha and others (supra)** observed as follows:-

“4.4. Having the aforesaid factual matrix and the submissions along with the decision of this Court as referred to above, this Court does not feels it apt to issue writ of mandamus to extend the tenure of lease deed as prayed for by the petitioner.

4.5. However, this Court is taken to Rule 64 of the OMMC Rules, 2016 which reads as follows:

“64.Power of the Government to relax the rules.—

The Government may, in the interest of mineral development, relax any of the provisions of these rules in deserving cases in such manner as they deem proper.”

4.6. In view of the above rule conferring power on the Government to consider deserving case for relaxing the provisions of the OMMC Rules, it may be apposite for the petitioner to approach the Government for doing the needful to enable him to avail benefit of extension as prayed for in the writ petition. This Court, therefore, disposes of the writ petition reserving liberty to the



petitioner to approach the appropriate authority, within a period of two weeks from date, as undertaken by the counsel for the petitioner. In the event such representation/grievance petition is submitted to the appropriate authority by the petitioner within the said period, the authority concerned shall consider the grievance of the petitioner pragmatically within a period of eight (8) weeks from the date of filing of such representation and communicate the decision taken thereon to the petitioner forthwith.

4.7. As abundant caution it is clarified that nothing stated above on facts be construed as expression of opinion on the merit of the matter. The appropriate authority is free to take independent decision on the merit of the matter on the basis of the material placed on record before him by the petitioner.”

7. It emanates from the documents enclosed to the writ petition that the petitioner was granted lease for Saradhapur Stone Quarry on execution of lease deed dated 03.08.2021 with the Tahasildar, Odagaon for a period of five years. On account of pandemic situation prevailing in entire world and other administrative exigencies, the petitioner could not operate the quarry for certain period.

7.1. Considering the grievance of the petitioner, it is conceded that he could not operate the quarry on account of administrative exigency and change in jurisdiction from the Revenue Department to Steel and Mines Department by way of the Odisha Minor Minerals Concession (Second Amendment), Rules 2022.

7.2. It is well-settled principle that invoking power under Article 226 of the Constitution of India, Court cannot extend the



period of lease; nonetheless, cognizance of Rule 64 of the OMC Rules can be taken in this regard. For no fault of the petitioner, due to delay in furnishing requisite clearance certificate, the petitioner could not operate the quarry.

8. In view of the above Rule conferring power on the Government to consider deserving case for relaxing the provisions of the OMMC Rules, it may be apposite for the petitioner to approach the Government for doing the needful to enable him to avail benefit of extension as prayed for in the writ petition.

8.1. Since the petitioner has already approached the appropriate authority by filing a representation dated 12.01.2026 *vide* Annexure-10 and the same is stated to be pending, this Court, therefore, disposes of the writ petition with direction to the authority concerned to consider the grievance/representation of the petitioner pragmatically within a period of four (4) weeks from date and communicate the decision taken thereon to the petitioner forthwith. It deserves to be clarified that in the event the authorities would decline to extend or renew the period of lease beyond 02.03.2028, the security deposit and the advance royalty paid by the petitioner be refunded to him within two weeks of refusal to extend/renew lease period with interest at the rate of 6% per annum from the date of deposit till actual payment thereof by determining proportionately during which the petitioner could not operate the stone quarry.

9. As an abundant caution, it is clarified that nothing stated above on facts be construed as an expression of any opinion of this Court on the merit of the matter. The appropriate authority is free to take independent decision on the merit of the matter on



the basis of the material placed on record before him by the petitioner.

10. With the aforesaid observations and direction, the writ petition along with pending Interlocutory Application (s), if any, stand disposed of.

(Harish Tandon)
Chief Justice

(Chittaranjan Dash)
Judge

M. Panda

Signature Not
Verified

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Signed by: MRUTYUNJAYA
PANDA
Reason: Authentication
Location: High Court of
Orissa, Cuttack
Date: 03-Aug-2025 14:52:20