

14,DL,Ct.18.  
22.03.2021  
AJ.

**W.P.A. 6001 of 2021**

**Khairamari Fishermens Co-Operative  
Society Limited & Anr.**

**-Vs-**

**The State of West Bengal & Ors.**

Mr. Rwitendra Banerjee,  
Mr. Shibasi Chatterjee,  
Mr. Sandip Kundu.

....for the petitioners.

Mr. Chandi Charan De,  
Mr. Anirban Sarkar.

.....for the State.

The report of the Additional District Magistrate, District Murshidabad filed by Mr. Chandi Charan De, learned Additional Government Pleader is taken on record.

The Deputy Secretary, Government of West Bengal by Memo bearing no. 2451-GE(M)/IF-03/19 dated July 30, 2019 settled a water body named Pati Beel at Domkal, District Murshidabad in favour of the petitioners for pisciculture for a period of three years commencing from 1425 BS to 1427 BS on yearly lease rent of Rs.2,51,000/- with 5% annual enhancement of the said lease rent.

The petitioners by the instant writ petition pray that the period of the said lease may be extended till September 2021 on the allegation that they did not get possession of the said Beel

immediately after its settlement but obtained such possession only on September 16, 2019 by the help of Police.

Mr. Banerjee, learned Counsel appearing on behalf of the petitioners submits that the respondents by the terms of settlement have promised to provide possession of the said Beel to the petitioners from the date of commencement of the lease period but having failed to provide such possession from the said date, the doctrine of promissory estoppel precludes the said respondents from terminating the said lease on the scheduled date of its expiry.

In support of his such contention Mr. Banerjee places reliance on the decision of the Hon'ble Supreme Court in the case of ***M/s. Motilal Padampat Sugar Mills Co. Ltd. -Vs- State of Utar Pradesh & Ors.*** reported in **(1979) 2 SCC 409.**

The memo whereby the said Beel was settled in favour of the petitioners does not disclose any obligation and/or promise on the part of the respondents to put the petitioners in possession of the said Beel. Therefore, in the facts and circumstance of the present case the doctrine of promissory estoppel cannot come in the aid of the petitioners. The decision of the Hon'ble

Supreme Court relied on by Mr. Banerjee is misplaced.

The right of the petitioners to exploit the said Beel for pisciculture accrues on the deposit of the lease rent which the petitioners deposited on August 27, 2019, the prayer of the petitioners on the said score is also not tenable.

W.P.A. 6001 of 2021, therefore, has no merit and is accordingly dismissed.

There shall be no order for costs.

Urgent photostat certified copy of this order, if applied for, be supplied to the parties subject to compliance with all requisite formalities.

**(Biswajit Basu, J.)**