

15.09.2021.
Item No. 187.
Court No.13
ap

**W.P.A. No. 14261 of 2021
(Through Video Conference)**

**Ujitpur Matsyajibi Samabay Samiti Ltd. & Anr.
Versus
The State of West Bengal & Ors.**

Mr. Usof Ali Dewan,
Mr. Sarwar Jahan,
Mr. Amanul Islam,
Mr. Arup Sarkar,
Mr. Asif Dewan A.

...For the petitioners.

Mr. Amitesh Banerjee, Id. Sr. Standing Counsel,
Ms. Ipsita Banerjee.

...For the State.

Affidavit-of-service filed in Court today be taken
on record.

The writ petitioners were the lessees under a
lease granted to them in the year 2016 to exploit a
water body towards pisciculture.

In terms of the original lease and possession
certificate granted to the petitioners, the lease was 'for
a maximum period of seven year', only w.e.f. 1423 BS
to 1427 BS.

Mr. Sarwar Jahan, Counsel for the petitioners in
all fairness submits that a true and correct
interpretation of the aforesaid expression essentially
means that the lease was for a period of five years,
that was renewable at the exclusive option of the State
for a further period of two years.

It is submitted that five years expired in July,
2021 and the State without considering the proposal

for extension, has invited tenders for allotment of the said water body to other persons.

The writ petitioners are entitled to participate in the said tendering process.

It is further submitted by the Counsel for the State, Mr. Banerjee, that State has issued a Notification on 25th February, 2016 being No.757-LP-A/4/212 amending Rule 275 of the West Bengal Land and Land Reforms Manual, 1991. He further submits that by reason of such amendment, the water bodies comprising in area upto 20 acres were to be leased out for five years and those above twenty acres upto seven years.

Counsel for the petitioner, Mr. Jahan, further submits that his clients have a legitimate expectation of extension of lease for a further period of two years after 2021. It is also submitted that for the year 2017, 2019 and 2020, the Malda district where the water bodies located were affected by floods and the petitioners could not exploit the fishery. This was an essential consideration for the State to bear in mind for the purpose of sympathetic consideration of renewal of the petitioners' lease for a further period of two years.

It is now well settled that the principles of legitimate expectation in Administrative Law cannot be applied where there is a specific contract entered into

between the parties. In terms of the said context the State reserved its right to extend or otherwise, a right in respect of the land or water body. Such reservation gives exclusive discretion to the State towards such extension or otherwise and hence can be absolutely no principle of legitimate expectation cannot be applied.

As far the floods for the three years that the petitioners have referred to, this Court is of the view that the same hazards or natural calamities of any Agro or pisciculture operation and have to factored in by any person engaged in such business and/or vocation.

In that view of the matter, no relief can be granted to the writ petitioners in this writ petition.

Hence, the instant writ petition must fail and is hereby dismissed.

However, it is made clear that the writ petitioners shall be entitled to participate in the aforesaid fresh tender process that the State has initiated.

There will be no order as to costs.

All parties shall act on the server copy of this order duly downloaded from the official website of this Court.

(Rajasekhar Mantha, J.)

