

IN THE HIGH COURT AT CALCUTTA
Ordinary Original Civil Jurisdiction
ORIGINAL SIDE
(Via Video Conference)

WPO/262/2020
IA NO: GA/1/2020, (Old No: GA/1187/2020)

GUNJROK MATSHAJIBI SAMABAY SAMITY AND ANR.
Versus
THE STATE OF WEST BENGAL AND ORS.

BEFORE:
The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA
Date : 22nd November, 2021.

Appearance:
Mr. Anjan Bhattacharya, Adv.
...for the petitioners

Mr. Amitesh Banerjee, Sr. Adv.
Ms. Ipsita Banerjee, Adv.

The Court : Learned counsel for the petitioners contends that lease was granted to the private respondent, namely, Samshi Fishery, on the basis of the representation filed by the private respondent pursuant to a liberty given by a Division Bench of this Hon'ble Court to the private respondent to make a representation in that regard.

It is submitted that there are apparently contradictory documents to show that the claim of the private respondents, to the grant of lease, was without any basis and mala fide. Learned counsel categorically contends that, when in the year 2018, the authorities' internal report that Samshi Fishery was not in the pisciculture business for quite a long period of time prior to that, it is beyond the limits of credibility to place reliance on the enquiry report filed in connection with the Samshi Fishery's representation, which indicates that Samshi Fishery renewed their pisciculture 5-6 months prior to the date of the report.

Learned senior counsel appearing for the State submits that the order dated March 18, 2019 passed in MAT 821 of 2018 clearly granted liberty to the private respondent to make a representation in respect of the two Jal Kars in question before the District Magistrate, Malda, ventilating their grievances. As per the said order, the District Magistrate was to consider such representation in accordance with law.

It is submitted that, by virtue of the said liberty, the private respondent took out a representation in accordance with law and, on the premise of an enquiry report thereon, the lease was then granted to Samshi Fishery afresh. Hence, there is no irregularity in the grant of lease, which is impugned in this Court.

A perusal of the documents indicates that the lease in question was granted on July 31, 2020 in favour of the private respondent “as per terms and conditions issued vide Memo No. DLLRO/Fishery/1983 dated 14.07.2017.” Although it is contended by the petitioners that the said terms and conditions were not satisfied at the relevant juncture, that is, July 14, 2017, as is apparent from the various documents on record, it is evident from the language of the communication dated July 31, 2020 from the end of the Additional District Magistrate and District Land and Land Reforms Officer, Malda that the lease was granted as per the terms and conditions as mentioned in the relevant memo dated July 14, 2017, and not “subject to such conditions”, after being satisfied at the relevant juncture, that is, when the lease was granted.

As such, there could not have been any impediment otherwise, to grant lease in favour of the private respondent as per the terms and conditions of the memo dated July 14, 2017, since the expression “as per the terms and

conditions” qualifies the phrase “hereby granted lease” which was duly complied with.

That apart, after March 18, 2019, that is the date of the Division Bench order in MAT 821 of 2018, the entire chapter of previous correspondence and documents was closed and a fresh liberty was given to the private respondent to make representation, which was to be considered in accordance with law by the District Magistrate, Malda.

In the present case, such representation was given and acted upon in accordance with law in terms of the enquiry report found from the record, which clearly indicates that the private respondent had resumed pisciculture from 5-6 months before the issuance of the report. Hence, there was no impediment on the relevant date to grant the fresh lease in favour of the private respondent, sufficient to attract interference by this Court under Article 226 of the Constitution of India.

If there are subsequent irregularities on behalf of the private respondent, it is always open for the respondent authorities to look into such irregularity, if any, *suo moto* or at the behest of a complainant, and such alleged irregularities cannot form a valid consideration for deciding the present writ petition which pertains to the grant of lease.

In such view of the matter, WPO No. 262 of 2020 is dismissed.

There will be no order as to costs.

(SABYASACHI BHATTACHARYYA, J.)