

16.03.2022  
Item No. 04  
Court No.6.  
S. De

**Through Video Conference**

**M.A.T. 162 of 2022  
I.A. No. CAN 1 of 2022**

**Sk. Serajul.  
Vs  
The South 24 Parganas Zilla Parishad & Ors.**

Mr. Anjan Bhattacharyya,  
Mr. Goutam Kr. Maity,  
Ms. Anita Shaw

...for the appellant.

Mr. Anit Kumar Das,

...for the respondent no.7.

Mr. Tapash Kr. Mondal,  
Ms. Priya Ghosal,

...for the Zilla Parishad.

By consent of the parties, the appeal and the connected application are taken up together for hearing.

The writ petitioner/appellant approached the learned Single Judge with the grievance that the respondents, without considering his prayer, illegally terminated the lease agreement with him and settled a Ferry Ghat namely, Kachuberia – Haldia Township in favour of the respondent no.7.

Learned Single Judge held that there was no evidence of favouritism since the Ferry Ghat was settled in favour of respondent no.7 for a period of two months only with effect from February 1, 2022. The learned Single Judge also found that the appellant

could not demonstrate any illegality in the demand raised by the authority for the lease rental which the appellant was not inclined to pay.

The writ petition was disposed of on the basis of the submission made on behalf of the Zilla Parishad that the next round of settlement would be done by open auction and all eligible candidates would be entitled to participate including the appellant. The learned Single Judge further directed that subject to compliance with all formalities, the Zilla Parishad should consider his candidature in accordance with law along with all other participants.

Mr. Anjan Bhattacharyya, learned advocate appearing on behalf of the appellant submits before us that the learned Judge did not take into consideration the fact that the lease in question had been granted in favour of the appellant in terms of a scheme namely, Jaladhara. Referring to the terms of the said scheme appearing at page 41 of the stay application, Mr. Bhattacharyya argued that as per the said scheme, the lease was for a period of five years and as such the respondents could not terminate the lease and settle the Ferry Ghat in favour of the respondent no.7 even temporarily for two months and thereafter could not conduct auction for settlement of the Ferry Ghat.

The memo dated September 6, 2021, whereby the relevant Ferry Ghat was settled in favour of the

appellant/petitioner suggests that the appellant was given the Ferry Ghat on lease for a period of January 1, 2020, to March 31, 2021, for a period of fifteen months and again for a further period of nine months from July 1, 2021 to March 31, 2022.

The concerned Executive Officer, Jaladhara Cell, by a letter dated January 27, 2022, requested the appellant to pay a sum of Rs.78,650/- as lease rental for the financial year 2020-21. The appellant did not pay the said lease rental in time and deliberately avoided such payment on some pretexts.

Therefore, in our view, the respondents were justified in terminating the lease for the breach of terms by the appellant.

The appellant having accepted the terms of the said government order dated September 6, 2021, cannot contend that in terms of the Jaladhara Scheme the respondents are obliged to extend the settlement for a further period.

The order of the learned Single Judge is not liable to be interfered with. However, we make it clear that the appellant/petitioner may make a prayer before the respondents for acceptance of the payment as demanded by the respondent authorities and for further extension/grant of fresh lease in his favour after the settlement period with the respondent no.7 is

over. The authorities may consider such prayer in accordance with law.

M.A.T. 162 of 2022 is, accordingly, disposed of along with the connected application being I.A. No. CAN 1 of 2022.

Urgent certified photostat copy of this order, if applied for, shall be given to the parties as expeditiously as possible on compliance with all the necessary formalities.

**(Kausik Chanda, J.)**

**(Arijit Banerjee, J.)**