

D/L  
Item No. 18  
07.07.2022  
KOLE

**MAT 933 of 2022  
With  
IA No. CAN 1 of 2022**

**The Pradhan, Mahanandatola Gram Panchayat  
-Vs.-  
Abdul Bari & Ors.**

*Mr. Partha Sarathi Bhattacharyya, Sr. Adv.,  
Mr. S. Kamal,  
Mr. R. Bhattacharyya,  
Mr. A. Maiti,  
Mr. S. Hossain,*

*...for the appellant.*

*Mr. Raja Saha,  
Mr. S. P. Lahiri,*

*...for the State.*

*Mr. Sarwar Jahan,  
Mr. M. I. Kayal,  
Mr. A. B. Mahato,*

*...for the respondent no. 1.*

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

The dispute concerns leasing out of Paschim Ratanpur Kosi Ferry Ghat.

It appears that the Pradhan of the concerned Gram Panchayat issued a notice dated April 6, 2022, inviting participation in an auction for settling the lease in respect of the said Ferry Ghat. The auction was scheduled to be held on April 13, 2022.

The person in whose favour the previous lease had been executed being one Azizur Rahaman, approached a learned Single Judge by filing WPA 6633 of 2022 challenging a notice dated April 6, 2022 by which he had been called upon to hand over possession of the Ferry Ghat

to the Pradhan of the said Panchayat upon expiry of the lease which had expired on March 31, 2022.

The said writ petition was disposed of by an order dated April 13, 2022. The learned Judge was apprised that a public auction was to be held for the purpose of settling the lease of the Ferry Ghat in favour of the highest bidder. The learned Judge did not interdict such course of action. The learned Judge, however, did not allow the prayer of the writ petitioner to the effect that till a fresh lease was settled, he should be allowed to operate the Ferry Ghat, i.e., extension of lease in his favour till settling of a fresh lease. The authorities were granted liberty to take decisions in accordance with law. The writ petitioner in that writ petition was granted liberty to participate in the public auction.

The public auction was held on April 13, 2022. Azizur Rahaman did not participate. The present writ petitioner was the highest bidder. An amount of Rs. 40,500/- was received from the present writ petitioner and receipt issued therefor. A lease was granted in favour of the present writ petitioner for two years ending on April 13, 2024.

Thereafter, the Pradhan of the said Gram Panchayat, who is the appellant before us, issued a notice on April 19, 2022, to the effect that the lease granted in favour of the petitioner on April 13, 2022, stands cancelled in terms of the order dated April 13, 2022 passed in WPA 6633 of 2022 (Azizur Rahaman's writ petition). The present writ petition

was filed challenging the cancellation of the lease in favour of the present writ petitioner.

The Learned Judge has allowed the writ petition and has directed the Pradhan of the said Gram Panchayat to take steps pursuant to the lease entered into by and between the writ petitioner and the Gram Panchayat on April 13, 2022, in continuation of the notice dated April 6, 2022. The Pradhan has come up in appeal before us.

It has been submitted on behalf of the appellant that, really speaking, the appellant is not aggrieved by any portion of the impugned order. However, the appellant is confused as there seems to be apparent contradiction between the order dated April 13, 2022, passed in WPA 6633 of 2022 and the order impugned herein.

We have heard learned Counsel for the parties. We do not see any conflict or contradiction between the aforesaid two orders. Azizur Rahaman had approached the learned Single Judge by filing the earlier writ petition challenging a notice requiring him to hand over possession of the concerned Ferry Ghat to the Pradhan since the lease in his favour had expired on March 31, 2022. In that writ petition he also prayed for an order extending the lease in his favour till the fresh lease is settled. The learned Judge disallowed such prayer and disposed of the writ petition by observing that Azizur Rahaman would be free to participate in the public auction that the authorities were contemplating for settlement of fresh lease in respect of the concerned Ferry Ghat. Azizur chose not to participate in the public auction.

In fact, he did not even require liberty from Court to participate. It was a conscious decision on his part not to take part in the auction. The present writ petitioner participated in the auction and emerged as the highest bidder. He put in the lease rent amount. A lease was executed between him and the Gram Panchayat. Thereafter, there was no reason for the Pradhan to have suddenly cancelled such lease. The earlier order dated April 13, 2022, passed in the earlier writ petition did not in any manner require the Pradhan to cancel the lease that was executed in favour of the present writ petitioner.

We do not find any infirmity in the order under appeal. The lease executed in favour of the present writ petitioner was terminated/cancelled by the Pradhan on a mis-understanding of the earlier order dated April 13, 2022 passed in the earlier writ petition.

Since we have not called for affidavits, the allegations made in the stay application are deemed not to be admitted.

The appeal and the connected application are, accordingly, disposed of.

Urgent photostat certified copy of this order be supplied to the parties, if applied for, as early as possible.

**(Rai Chattopadhyay, J.)      (Arijit Banerjee, J.)**