

WPA 20309 of 2022

Nirupam Roy
Vs.
The State of W.B. & Ors.

Mr. Pallav Chatterjee ...for the petitioner.

Mr. Soumitra Bandyopadhyay
Mr. P. B. Mahato ...for the State.

Mr. Sanjay Saha ...for the respondent No.4.

Affidavit of service filed on behalf of the petitioner is taken on record.

Heard learned counsels for the parties.

The petitioner is aggrieved by the order of rejection passed by the Additional District Magistrate and District Land and Land Reforms Officer, Purba Bardhaman on 16th August, 2022.

Pursuant to an earlier order of this Court passed on 19th July, 2022 in WPA 20933 of 2021, the representation submitted by the petitioner requesting the authority to execute the mining lease in his favour was considered and rejected by the authority by the order impugned.

Learned counsel appearing for the petitioner submits that the petitioner has deposited 1/3rd bid amount and bank guarantee as required under the Rules and was unable to deposit the remaining bid amount due to rejection of the representation by the authority.

Learned counsel refers to a notification issued by the Government of West Bengal, Department of Industry, Commerce and Enterprises on May 23, 2017 which indicates that the successful bidders who have deposited one-third of the bid money may be allowed to commence mining operations and lease deed may be executed. The balance amount of bid money shall be payable in three instalments with a gap of 45 days each from the date of first instalment, which shall in no case exceed the lease period or the closure of mining operation.

It is not in dispute that the petitioner has deposited 1/3rd bid amount in terms of the Letter of Intent and bank guarantee has also been furnished though after certain delay. The prayer of the petitioner for execution of the deed of lease was turned down primarily on two counts: firstly, since the petitioner furnished bank guarantee after considerable delay and secondly, since the petitioner did not deposit the balance amount of the bid money.

The notification issued on May 23, 2017 entitles the petitioner to pay the balance amount of bid money within the lease period or before closure of mining operation within a gap of maximum of 45 days from the date of first instalment.

The petitioner has candidly submitted that such amount could not be deposited due to the rejection of the representation by the authority. Bank guarantee has also been furnished by the petitioner before the authority.

The petitioner undertakes to deposit the remaining bid amount within four weeks from date.

Upon consideration of the submission made on behalf of the parties, this Court is inclined to hold that the concerned authority be directed to revisit the prayer of the petitioner upon the petitioner depositing the remaining bid amount within four weeks from date.

Accordingly, the order impugned passed on 16th August, 2022 is set aside/quashed.

The Additional District Magsitrate and District Land and Land Reforms Officer, Purba Burdhaman, being the 3rd respondent herein, is directed to reconsider the representation submitted by the petitioner in the light of the observation made in the body of this order and dispose of the same within one month from the date of communication of this order upon affording reasonable opportunity of hearing to the petitioner, in accordance with law.

The decision taken by the authority shall be communicated to the petitioner within a week thereafter.

With the above observations and directions, the writ petition being WPA 20309 of 2022 is disposed of.

However, there shall be no order as to costs.

Since no affidavit is invited, the allegations contained in the petition are deemed not to be admitted.

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

(Suvra Ghosh, J.)