

May 1, 2023
Sl. No.A 2
Court No.19
s.biswas

WPA 9782 of 2023

Tapas Kumar Tewary

vs.

The State of West Bengal and others

Mr. Asim Hati,
Ms. Nandini Sharma
Ms. Riya Ballav

... for the petitioner

Mr. Raja Saha
Mr. S.P. Lahiri

... for the State

Mr. Dilip Kumar Maity
Mr. Prasanta Kumar Das

... for the respondent No.10

Despite repeated service, none appears on behalf of the Pradhan, Garanga Gram Panchayat.

This writ petition has been filed with the grievance that Garanga Gram Panchayat had wrongly settled the lease in respect of a pond (water body) in favour of the respondent no.10. The said pond is popularly known as 'Bhadri Dam (Bandh)'.

According to the petitioner, he had offered a sum of Rs.50,000/- for the grant of lease in response to the notification dated March 13, 2023. The bid was not accepted. It is further alleged that the respondent no.10 was settled the lease for an amount of Rs.35,500/- for one year. This, according to the petitioner, was contrary to the idea and rules of auction and also contrary to the notification and rules of the panchayat department.

The highest bidder ought to have been settled the waterbody for pisciculture.

Hence, this writ petition has been filed.

Admittedly, the petitioner was the existing leaseholder. His lease was for a limited period. After expiry of the lease of the petitioner and on the prayer of the petitioner, one month's extension was given. In the meantime, the authorities rightly decided to go for auction as per the procedure/notification of the government, issued from time to time. While the petitioner submits that he had participated in the open auction and had quoted a higher sum, there is nothing on record to show that the petitioner had submitted his bids along with the earnest money as per the notice of auction.

Under such circumstances, it would not be proper for the Court to pass any orders without verifying whether the petitioner had actually participated in the process, upon compliance of the formalities as per the auction notice.

Learned advocate for the petitioner submits, on instruction that the lease granted in favour of the respondent no.10 has been cancelled. However, there is nothing on record for the Court to hold that such decision had been taken by the gram panchayat or not.

Under such circumstances, this Court is of the view that the Block Development Officer, Garhbeta-I Development Block, must dispose of the

representation of the petitioner, which is annexed as Annexure P-5 at page 27 of the writ petition, in accordance with law.

If the authority had already decided to cancel the auction, nothing remains to be decided. Only an intimation shall reach the parties.

If the authority continues with the lease, which was granted in favour of the respondent no.10, the Block Development Officer, Garhbeta-I Development Block, will decide the following issues upon hearing all the parties:

- a) Whether the petitioner had participated in the auction, held pursuant to the notice dated March 13, 2023,
- b) Whether the petitioner had complied with the formalities for participation as per the notice. Whether earnest money had been deposited.
- c) Whether the petitioner had quoted the sum of Rs.50,000/-, but was not granted the lease.
- d) Whether the respondent no.10 quoted a sum less than that of the petitioner at the auction and was granted lease of the waterbody, contrary to the norms.

A reasoned order shall be passed and communicated to all the parties. In case it is found

that there are anomalies in the process, necessary steps shall be taken.

This order shall not be construed as the opinion of the Court on the correctness of the decision, if any, for cancellation of the lease of the respondent no.10.

The entire exercise shall be completed within a period of four weeks from the date of communication of this order.

Accordingly, the writ petition is disposed of.

However, there will be no order as to costs.

All the parties are directed to act on the basis of server copy of this order.

(Shampa Sarkar, J.)