

12 19.7.2024
Sc Ct. no.2

WPA 25493 OF 2022

Sri Hemanta Kumar Ghosh

Vs.

The State of West Bengal & Ors.

Mr. Subhendu Roy Choudhury
Ms. Shila Chatterjee.

.....For the Petitioner

Mr. Chandi Charan De
Mr. Anirban Sarkar
Ms. Chandana Ghosh.

.....For the State

Affidavit-of-service, filed in Court today, is taken on record.

Ms. Shila Chatterjee, learned advocate appears for the petitioner.

Mr. Chandi Charan De, learned Additional Government Pleader appears for the respondents.

The petitioner states that, by virtue of a lease agreement dated **November 18, 2016** a mining lease was granted to the petitioner in respect of a piece of land for excavation of sand block. The lease tenure was for **five years**. The lease expired on **November 17, 2021**.

Learned counsel appearing for the petitioner submits that, due to the intervention of the COVID period, the petitioner could not carry out its excavation job and the lease had expired. The petitioner submitted a representation dated **November 1, 2022** which was received by the appropriate State authority on **November**

27, 2022, Annexure-P2 at page 60 to the writ petition requesting for renewal and/or extension of lease. The said representation has not yet been considered.

Mr. Chandi Charan De, learned Additional Government Pleader appearing for the respondents submits that, the record shows admittedly, the representation was submitted nearly about **one year after** the expiry of the lease period. Relief relating to specific performance of contract for renewal of lease after expiry of the lease cannot be granted by a Writ Court.

After considering the rival contentions of the parties and upon perusal of the materials on record it appears to this Court that, the lease was executed on **November 18, 2016** for a tenure of five years and the currency of the lease stood expired on **November 17, 2021**. Admittedly, the application was filed much after.

Once the lease stands expired, the lessee cannot claim any right under such lease. To renew or to execute a fresh lease is the total discretion of the lessor after the lease stands expired. Such an obligation or discretion cannot be enforced through the Writ Court. Inasmuch as, for specific performance of a contract, Writ Court is not the forum to issue mandamus.

In view of the foregoing reasons and discussions, this Court is of the firm opinion that, there is no merit in the writ petition.

Resultantly, this writ petition, **WPA 25493 of 2022** stands dismissed, without any order as to costs.

However, this order shall not preclude the petitioner to apply afresh before the appropriate State authority for obtaining fresh lease if the petitioner is found otherwise to be eligible for the same strictly in accordance with law and the authority shall take decision on such application in accordance with law.

It is also made clear that, in the event such an application is made by the petitioner, this order shall not create any right or equity in favour of the petitioner and the case of the petitioner shall be decided by the appropriate State authority strictly in accordance with law.

(Aniruddha Roy, J.)