

13 19.7.2024
Sc Ct. no.2

WPA 25571 OF 2022

Md. Hasibul Hossen

Vs.

The State of West Bengal & Ors.

Mr. Subhendu Roy Choudhury
Ms. Shila Chatterjee.

.....For the Petitioner

Mr. Soumitra Bandyopadhyay
Mr. Srikanta Paul
Mr. Srinath Singha Roy.

.....For the State

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

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

Mr. Soumitra Bandyopadhyay, learned State counsel appears for the respondents.

The petitioner states that, by virtue of a lease agreement dated **April 21, 2017, Annexure-P1 at page 15** to the writ petition 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**.

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 9, 2022, Annexure-P2 at page 59 to the writ petition** requesting for renewal

and/or extension of lease. The said representation has not yet been considered.

Mr. Soumitra Bandyopadhyay, learned counsel appearing for the respondents submits that, the record shows admittedly, the representation was submitted 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 this Court is of the opinion that, 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 25571 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.)