

D/L 6
24.01.2025
Court No.14
PRADIP

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION

WPA 978 of 2025

India Digital Entertainment Private Limited
Vs.
State of West Bengal & Ors.

Mr. Kallol Basu
Ms. Paushali Banerjee
Mr. Nilanjan Pal

...for the Petitioner.

Mr. Sanjay Saha
Mr. Raju Mondal

...for the respondent no. 4.

Mr. Tanoy Chakraborty

...for the State.

1. A lease deed was executed in favour of the petitioner for lifting sand in the year 2017 for a period of five years.
2. As Covid intervened in the midst of the lease period, the petitioner lost valuable days on which he could not lift the sand. The lease was valid till March, 2024.
3. An application seeking extension of the lease period was filed by the petitioner in November, 2023 before the District Magistrate and Collector. The same is pending consideration till date.
4. The petitioner is presently aggrieved as the West Bengal Mineral Development and Trading Corporation Limited has floated tender offering the same sand block for auction. The petitioner submits that, his prayer for extension will become infructuous if the tender is permitted to be proceeded with.
5. The petitioner relies upon Clause 5 of the general provisions enumerated in Part-IX of the Indenture of Lease dated 8th March, 2019 mentioning that failure to fulfill the terms and

conditions of the lease due to *force majeure* shall not be deemed as breach of the lease condition.

6. It has been argued that, as Covid is an unprecedented situation, absolutely beyond the control of the petitioner, accordingly, the time period lost during the Covid period ought to be allowed to the petitioner by way of an extension.
7. Learned advocate representing the Corporation, that is, the tender issuing authority submits that, no prayer was made before the said authority seeking extension of the lease period.
8. Learned advocate representing the State respondents is not aware as to why the application seeking extension by the petitioner has been kept pending for so long.
9. It has been brought to the notice of the Court that, a previous writ petition filed by the petitioner being **WPA No. 28181 of 2023** seeking extension of the lease period is pending consideration and the petitioner never took any steps to get the same heard.
10. From the submission made by the parties it appears that in respect of the current tender, the petitioner has not submitted his bid. Today is the date of opening of the bids.
11. The District Magistrate and the Collector is directed to consider the prayer of the petitioner for extension of the lease period, in accordance with the terms and conditions of the lease deed and, particularly, the *force majeure* clause after giving an opportunity of hearing to the petitioner to place documents in support of its claim, at the earliest but positively within a period of fourteen days from the date of communication of this order.
12. Till a decision is taken by the District Magistrate and Collector, the Corporation is restrained from issuing any work order in respect of the block where the lease was granted in favour of the petitioner.

13. The writ petition stands disposed of.

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

(Amrita Sinha, J.)