

S/L 12
26.08.2025
Court. No. 19
Suwayan

WPA 12123 of 2023

**Harish Chandra Bera
Vs.
State of West Bengal & Ors.**

*Mr. Dilip Kumar Samanta
Mr. Debapriya Samanta
Mr. S. Palit
Mr. Akash Kumar Chakraborty
Ms. Riya Saha*

...for the petitioner.

*Mr. Chandi Charan De, AGP
Mr. Anirban Sarkar*

...for the State.

*Mr. Sanjay Saha
Mr. Raju Mondal*

...for the respondent no. 2.

1. The subject matter of the instant writ petition is the order dated 25.07.2022 as passed by the respondent no. 6/authority as well as the order dated 06.04.2023 as passed by the respondent no. 4/authority in appeal under Section 51 of the West Bengal Minor Minerals Concession Rules, 2016 (hereinafter referred to as the 'said Rules of 2016' in short).
2. At the time of hearing Mr. Samanta, learned Advocate appearing on behalf of the writ petitioner submits before this Court that in connection with the instant writ petition sufficient materials have been placed before this court that a registered deed of mining lease for five years with effect from 01.08.2017 till 31.07.2022 was executed by the respondents/authorities more specifically by the

respondent no. 5/authority for excavation of sand from the river bed of Subarnarekha.

3. It is further submitted by Mr. Samanta that after execution of the said deed of lease and during the subsistence of the period of lease the writ petitioner faced some financial crunches and thereafter the writ petitioner approached the private respondent nos. 8, 9 and 10 for obtaining financial help to carry out the excavation of sand. It is further submitted that materials have been placed before this Court that on account of a civil litigation between the writ petitioner and the private respondents, the writ petitioner could not excavate sand from the leased out area of the river bed for a considerable length of time and accordingly the writ petitioner approached the respondent no. 5/authority for extension of the period of lease.
4. It is submitted further on behalf of the writ petitioner that by an order dated 25.07.2022 the respondent no. 6/authority most unilaterally and without considering the merit of the application of the writ petitioner straightway rejected the application for extension of the period of lease.
5. It is further submitted by Mr. Samanta that being aggrieved with the order dated 25.07.2022 as passed by the respondent no. 6/authority the writ petitioner preferred an appeal under Section 51 of the said Rules of 2016 with the respondent no. 4/authority. However, the respondent no. 4/authority did nothing which

compelled the writ petitioner to file WPA 1223 of 2023 in this High Court.

6. It is further submitted on behalf of the writ petitioner that the said WPA 1223 of 2023 came to be disposed of on 04.04.2023 by a co-ordinate Bench of this Court whereby and whereunder the said co-ordinate Bench directed the respondent no. 4 herein to dispose of the appeal as preferred by the writ petitioner challenging the aforesaid order dated 25.07.2022.
7. At this juncture, attention of this Court is drawn to the order dated 06.04.2023 as passed by the respondent no. 4 herein which is impugned in this writ petition.
8. It is submitted on behalf of the writ petitioner that on bare perusal of the order under challenge dated 06.04.2023 as passed by the respondent no. 4/authority it would reveal that the respondent no. 4/authority being the appellate authority under Rule 51 of the said Rules of 2016 without entering into the merits of the appeal has relied upon West Bengal Sand Mining Policy, 2021 (hereinafter referred to as the 'said Policy of 2021') and ultimately dismissed the said appeal as preferred by the present appellant.
9. It is further submitted Mr. Samanta that the respondent no. 4/authority while passing the order under challenge dated 06.04.2023 did not apply his judicial mind while disposing the said appeal in a *quasi judicial* proceeding and, therefore, a serious miscarriage of justice occurred which is required to be intervened by the plenary power of this Court in

exercising the prerogative writ jurisdiction of this Court under Article 226 of the Constitution of India.

10. Mr. De, learned AGP appearing on behalf of the respondents/State and its instrumentalities submits before this court that in absence any perversity in the aforementioned two impugned orders this Court ought not to grant any reliefs as prayed for by the writ petitioner.
11. It is further submitted by Mr. De that on perusal of the order dated 25.07.2022 as passed by the respondent no. 6/authority it would reveal that the respondent no. 6/authority has come to a categorical factual finding with regard to the violation of the clauses of the deed of lease as has been executed in favour of the writ petitioner as well as the various rules of the said Rules of 2016.
12. This Court has meticulously perused the entire materials as placed before this Court. This Court has given its due consideration over the submissions of the learned Advocates for the contending parties.
13. On careful consideration of the entire materials as placed before this Court it reveals that on perusal of the order dated 25.07.2022 the respondent no. 6/authority while considering the representation of the writ petitioner for extension of the term of lease have come to a finding that they are occurred gross and willful violation of the terms and conditions as mentioned in Clauses 14 and 15 of Part VII of the lease deed as has been executed in favour of the writ petitioner and Rule

22 of the said Rules of 2016 at the instance of the writ petitioner in view of the fact that without informing the lessor that is the respondents/State and its instrumentalities the writ petitioner has entered into a partnership agreement relating to the subject matter of lease that is excavation of sand from the leased out area of the Subarnarekha river.

14. It further appears to this Court from the order dated 25.07.2022 that the respondent no. 6/authority also came to a finding that the aforementioned Act of the writ petitioner attracts penal provisions under Rule 50(6) of the said Rules of 2016 which postulates imprisonment up to one year with fine up to Rs. 20,000/- for contravention of the said Rules of 2016.
15. It further appears to this Court that the respondent no. 6/authority also noticed that the period for which the writ petitioner could not excavate the sand from the leased out area is not owing to the inaction and/or non-action on the part of the respondents/authorities but on account of some civil litigation which has been practically invited by the writ petitioner.
16. As noted hereinabove that the writ petitioner felt aggrieved with the said order dated 25.07.2022 as passed by the respondent no. 6/authority and thus preferred an appeal under Rule 51 of the said Rules of 2016 before the respondent no. 4/authority.
17. As rightly pointed out by the learned Advocate for the writ petitioner that while disposing the said appeal the respondent no. 4/authority though did not make any

venture to consider the correctness of the finding of the respondent no. 6/authority in its order dated 06.04.2023, however, the respondent no. 4/authority practically banked upon some of the provisions of the West Bengal Sand Mining Policy, 2021 which postulates that the period of lease shall not be renewed and shall automatically be resumed and vested with the State Government upon expiry of the period of lease.

18. In considered view of this Court such finding of the respondent no. 4/authority is in consonance with the finding of the respondent no. 6/authority in its order dated 25.07.2022.

19. It appears to this Court that the writ petitioner before the respondent no. 6 as well as respondent no. 4 authority has miserably failed to make out a case for extension of the terms of the lease. It further appears to this Court that sitting in a judicial review this Court finds no incriminating material as against the respondents/authorities more specifically; against the respondent nos. 4 and 6 to substantiate that their decision making process while passing the aforementioned two impugned orders have been vitiated for non-consideration of materials which are available on record.

20. It rather appears to this Court that the respondent no. 6/authority duly noticed the violation of the terms and conditions of the lease at the instance of the writ petitioner which even attracts penal provision.

21. At the time of hearing on behalf of the writ petitioner, no material could be placed showing unjustification on the part of the respondents/authorities in not extending the period of lease as prayed for.
22. It rather appears to this Court that in absence of any cogent material, the respondent no. 4/authority is perfectly justified in placing his reliance upon the said policy of 2021 which clearly postulates that after expiry of the period of lease, the period of lease shall not be renewed and the leased out area shall be vested with the State Government.
23. This Court thus finds no much merit in the instant writ petition.
24. Consequently, the instant writ petition being WPA 12123 of 2023 is hereby dismissed.
25. However, there shall be no order as to costs.
26. Urgent Xerox certified copy of this order, if applied for, be given to the parties upon compliance of all necessary formalities.

(Partha Sarathi Sen, J.)