

**03-06-
2025**
Item No.5
Subrata

Bhattacharyy
a
AR(C)

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
Appellate Side

WPA No.11851 of 2025
Niranjan Gayen
-vs-
State of West Bengal & Ors.

Mr. Sabysachi Chatterjee
Mr. Ramesh Chandraa Pal
Mr. Pintu Karan
Mr. S. Uddin Laskar ...for the petitioner

Mr. S.K. Tosrim Ali ...for the respondent no.4.

Mr. Jayanta Samanta
Ms. Paroamita Pal
Mr. Debatam Das ...for the State.

The present writ petition has been filed challenging the order dated 14.05.2025 issued by the Prodhan of Hatora Gram Panchayat. The order dated 14.05.2025 terminated a lease of Gayenpara ferry ghat granted in favour of the petitioner for the period commencing from 24.11.2023 to 23.11.2026.

Mr. Chatterjee, learned Advocate appearing for the petitioner, submits that the concerned Gram Panchayat took a decision to grant a lease in respect of the ferry ghat situated within its territorial jurisdiction. Pursuant thereto, a tender process was initiated, and upon the petitioner emerging as the successful bidder, a lease was granted in his favour to operate the ferry service for a period of three years, commencing from November 24, 2023, and ending on November 23, 2026.

Mr. Chatterjee contends that, all of a sudden, an order

dated May 14, 2024, issued by the Pradhan, was served upon the petitioner, informing him that the lease had been cancelled on the allegation that he was collecting amounts from ferry service users in excess of the rates fixed by the Panchayat. He submits that no opportunity of hearing was afforded to the petitioner prior to the termination of the lease. It is alleged that such termination is in violation of the principles of natural justice, thereby causing serious prejudice to the petitioner.

Mr. Ali, learned counsel appearing for the Pradhan, respondent no. 4, submits that a notice was duly served upon the petitioner; however, the petitioner refused to accept the same and failed to appear at the scheduled hearing. In support of this contention, he places reliance on a notice dated May 13, 2025.

Mr. Samanta enters appearance on behalf of the State and adopts the submissions made by Mr. Ali.

In reply, Mr. Chatterjee submits that a notice was issued on May 13, 2025, and the lease was cancelled on the very next day, i.e., May 14, 2025.

Heard learned counsel for the respective parties and perused the materials on record.

Admittedly, the notice was served on May 13, 2025, and the lease was terminated by an order dated May 14, 2025. However, neither party has produced the deed of lease or any agreement governing the terms and conditions relating to cancellation of the lease. In the absence of such documentation, and in view of the fact that no opportunity of hearing was

granted to the petitioner prior to the termination of the lease, the order dated May 14, 2025, is hereby set aside.

The Pradhan is directed to afford the petitioner an opportunity of hearing within one week from the date of this order, and to pass a reasoned order thereafter in accordance with law.

It is clarified that if, upon hearing, the Pradhan finds merit in the allegation that the petitioner was collecting amounts in excess of the rates fixed by the concerned Panchayat, the Panchayat Authority shall be at liberty to take an appropriate decision in accordance with law.

With these observations and order, the writ petition is disposed of. There shall be no order as to the costs.

All parties are to act on the server copy of this order, duly downloaded from the official website of this Court.

Certified copy of this order, if applied for, shall be made available to the parties.

[Partha Sarathi Chatterjee, J]

