

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

Present :-

The Hon'ble Justice PARTHA SARATHI SEN

WPA 12080 of 2025

With

WPA 12082 of 2025

M/s. Todi Minerals Private Limited

-Vs-

The State of West Bengal and others

For the Petitioner:

Mr. Sagar Bandyopadhyay, Sr. Adv.

Mr. Satadru Lahiri

Mr. Syed Wasim Faruque

For the State in WPA 12080 of 2025:

Mr. Sk. Md. Galib, Sr. Govt. Adv.

Ms. Priyamvada Singh

For the State in WPA 12082 of 2025:

Mr. Jahar Lal De, AGP

Mr. Sourav Choudhury

Hearing concluded on: 04.07.2025.

Judgment on: 04.07.2025.

PARTHA SARATHI SEN, J. : –

1. Since identical questions of facts and laws are involved in the instant two petitions, this court proposes to dispose of two instant writ petitions by a common judgment.
2. In both the writ petitions, the writ petitioner and the respondent State are represented by their respective learned advocates.
3. The subject matter of challenge in the instant two writ petitions is the Memo dated 05.05.2025 as issued by the respondent no.3/authority whereby and whereunder the respondent no.3/authority declined to

renew the two mining leases as executed in favour of the writ petitioner on the basis of the representation dated 27.12.2024.

4. At the time of hearing, Mr. Bandyopadhyay, learned senior advocate appearing on behalf of the writ petitioner, at the very outset draws attention of this court to page no.34 of WPA 12080 of 2025 being a copy of grant dated 15.12.2004 as issued in favour of the writ petitioner for long term mining lease for exploitation of granite. It is submitted by Mr. Bandyopadhyay that similar such grant was executed in connection with the matter involved in WPA 12082 of 2025.
5. At this juncture, Mr. Bandyopadhyay draws attention of this court to page no.39 onwards of WPA 12080 of 2025 being a copy of lease dated 28.07.2005. It is submitted that in respect of WPA 12082 of 2025, similar such deed of lease was executed on the same date. It is further submitted by Mr. Bandyopadhyay that the said two lease deed contains a 'renewal clause'.
6. Drawing attention of this court to the copy of the grant order dated 15.12.2004, it is further submitted by Mr. Bandyopadhyay that in the said grant, in the 'terms and conditions', it has been categorically mentioned by the respondent authorities that the terms and conditions of the mining lease as mentioned in Rule 21 of the West Bengal Minor Minerals Rules, 2002 (hereinafter referred to as 'the said Rules of 2002' in short) would apply *mutatis mutandis*, wherever they are applicable in respect of the instant mining lease and it has been

further mentioned that the other general conditions as envisaged in the Granite Conservation and Development Rules, 1999 (hereinafter referred to as 'the said Rules of 1999' in short), such have to be abided by the lessee.

7. At this juncture, Mr. Bandyopadhyay took me to Rule 52 of the said Rules of 1999, which deals with the applicability of the provisions of the West Bengal Minor Minerals Concession Rules, 2016 (hereinafter referred to as 'the said Rules of 2016' in short), framed by the State Government in granite quarry leases.
8. It is further submitted by Mr. Bandyopadhyay that in the event Rule 52 of the said Rules of 1999 is properly construed, it would reveal that keeping in mind the provision of Rule 52 of the said Rules of 1999, the aforementioned two clauses have been inserted in the grant dated 15.12.2004 under the heading 'terms and conditions'.
9. At this juncture, Mr. Bandyopadhyay requests me to peruse the Memo dated 05.05.2025 which is under challenge. It is submitted by Mr. Bandyopadhyay that while issuing the Memo dated 05.05.2025, the respondent no.3/authority did not grant any opportunity of hearing to the writ petitioner and on the contrary, the respondent no.3/authority has misconstrued the provision of Rule 62 of the said Rules of 2016.
10. It is further submitted by Mr. Bandyopadhyay that in the event the provisions of the said Rules of 2016 are construed in the light of the said Rules of 1999, the respondent no.3/authority ought not to have issued such Memo since the respondent no.3 has miserably failed to

visualize that Rule 52 of the said Rules of 1999 made it clear that Minor Minerals Concession Rules as made by the State Government shall apply to the granite quarry leases to the extent they are repugnant or inconsistent with the said Rules of 1999.

11. It is thus submitted by Mr. Bandyopadhyay that it is a fit case for quashing of the Memo dated 05.05.2025 with a further direction by the respondent no.3 to renew the lease as prayed for by the writ petitioner in terms of Rule 6 of the said Rules of 1999, which clearly specified that the renewal order may be granted for a period not exceeding 20 years.
12. Such contention is opposed by Mr. Galib, learned Senior Government Advocate appearing on behalf of the State in WPA 12080 of 2025 and Mr. De, learned Additional Government Pleader appearing for the State in WPA 12082 of 2025. It is contended on behalf of the respondent State that Section 15 of the Mines and Minerals (Development and Regulation) Act, 1957 (hereinafter referred to as 'the said Act of 1957' in short) empowers the State Government to make rules in respect of the minor minerals. It is further submitted on behalf of the respondent State that the Rules of 2016 was brought into force on 29.07.2016 pursuant to the provision of the aforementioned section of the said Act of 1957.
13. It is further submitted on behalf of the State that Rule 62 of the said Rules of 2016 clearly mandates repealing of the earlier Rules of 2002.

14. It is further submitted on behalf of the State that since the earlier leases for exploitation of granite as executed in favour of the writ petitioner was executed as per the provision of the said Rules of 2002 which stood repealed today, there is every justification on the part of the respondent authority to refuse renewal of lease as prayed for in view of the fact that the said Rules of 2016 do not permit any such renewal and on the contrary the said Rules of 2016 clearly mandates that quarry permits would be permitted by way of a competitive bidding, as envisaged in Rule 38 of the said Rules of 2016.
15. At this juncture, attention of this court is also drawn to the proviso Clause of Rule 38(1)(b) of the said Rules of 2016. It is submitted that the said proviso clearly mandates that exploitation of granite shall be conducted in terms of provision of the said Rules of 1999 with the exceptions made in the Rules of 2016. It is thus submitted that while issuing the Memo under challenge, no contravention of law has been committed by the respondent no.3/authority as wrongly alleged.
16. On careful consideration of the entire materials as placed before this court and after hearing the learned advocates for the contending parties, this court at the very outset proposes to look to the terms and conditions as available in the grant dated 15.12.2004 as has been annexed at page 34 of WPA 12080 of 2025.
17. At this juncture this court also proposes to look to some of the provisions of the said Rules of 1999. Rule 6 of the said Rules of 1999 is quoted hereinbelow in verbatim:

“6. Period for which leases may be granted or renewed:- (1) *The maximum period for which a lease may be granted shall not exceed thirty years.*

Provided that the minimum period for which any such lease may be granted shall not be less than twenty years.

(2) A lease may be renewed for a period not exceeding twenty years.”

18. Rule 52 of the said Rules of 1999 is quoted hereinbelow in verbatim:

“52. Applicability of the provisions of Minor Mineral Concession Rules framed by the State Government:- *The provisions of the Minor Mineral Concession Rules or any other rules framed by the State Government under section 15 of the Act shall be applicable to granite quarry leases to the extent they are not repugnant to or inconsistent with these rules.”*

19. Rule 38 of the said Rules of 2016 is quoted hereinbelow in verbatim:

“38. Grant of prospecting licence-cum-mining lease or mining lease for exploitation of minor minerals – (1)(a) *The grant of prospecting licence-cum-mining lease for exploitation of minor minerals shall be made through the competitive bidding and separate rules shall be framed by the State Government in Commerce and Industries Department for conducting competitive bidding through a notification:*

(b) The grant of Mining Lease for exploitation of minor minerals shall be made through the competitive bidding and rules shall be framed by the State Government in Commerce and Industries Department for conducting competitive bidding through a notification.

Provided that the exploitation of granite shall be conducted in the manner prescribed in the Granite Conservation and Development Rules, 1999, with the exceptions made in these rules.

(2) ...

(3) ...”

20. Rule 62 of the said Rules of 2016 is quoted hereinbelow in verbatim:

“62. Repeal – (1) *The West Bengal Minor Mineral Rules, 2002, is hereby repealed.*

(2) *Notwithstanding such repeal, anything done, any action taken, or any prosecution started under the said rules, shall be deemed to have been validly done or taken or started, as the case may be, under the corresponding provisions of these rules.”*

21. Keeping in mind the aforementioned legislative provisions, if I look to the factual aspects of this case, it appears to this court that it is the case of the writ petitioner that ‘renewal of lease’ as prayed for, should have been considered by the respondent no.3/authority, keeping in mind the provision of Rule 6 of the said Rules of 1999.

22. This court has also noticed that in the grant dated 15.12.2004, it has been mentioned by the respondent authorities that the lessee shall abide by every general condition as envisaged in the said Rules of 1999.

23. In view of such, the moot question arises for consideration is as to whether the provision of Rule 62 of the said Rules of 2016 has got any overriding effect over Rule 6 and Rule 52 of the said Rules of 1999 in the light of the proviso Clause of Rule 38(1) of the said Rules of 2016.

24. On careful consideration of the Memo under challenge dated 05.05.2025, it appears to this court that the respondent no.3 while rejecting the prayer for renewal of lease has not made any venture to

deal with the aforementioned provisions of law as discussed in the foregoing paragraph in the said memo under challenge.

25. In view of such, this court while disposing of the instant writ petition set aside the Memo dated 05.05.2025. This court thus directs the respondent no.3 authority to consider the representation dated 27.12.2024 for renewal of two mining leases afresh in the light of the observation made in the instant judgment and shall, after giving an opportunity of hearing to the authorized representative(s) of the writ petitioner company, shall pass a reasoned order and shall communicate the said reasoned order to the writ petitioner company preferably by email, if the email details of the writ petitioner company is provided to him at the time of hearing.
26. The entire exercise as noted in the foregoing paragraph is to be completed by the respondent no.3 within 30 working days from the date of communication of the server copy of this order.
27. Liberty is given to the learned advocate on record of the writ petitioner to communicate the server copy of this order to the respondent no.3 authority forthwith.
28. The respondent no.3/authority is hereby directed to act on the server copy of this order.
29. Before parting with, since it is reported that leases, as have been executed in favour of the writ petitioner, are going to expire on July 27, 2025, this court directs the respondent authorities to grant

extension of the leases up to the last day of August, 2025 subject to compliance of all legal formalities by the writ petitioner.

30. While giving direction for such extension, it is however made clear that this court has made no observation with regard to merit of the representation as made by the writ petitioner with the respondent no.3/authority. The extension as granted by this court till the last day of August, 2025 will not be treated as any right or equity in favour of the writ petitioner.
31. With the aforementioned observation, WPA 12080 of 2025 and WPA 12082 of 2025 are disposed of.
32. There shall be no orders as to costs.
33. Urgent photostat certified copy of this order, if applied for, be supplied to the parties upon compliance of all necessary formalities.

(PARTHA SARATHI SEN, J.)