

**IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE**

Present:

The Hon'ble Justice Debangsu Basak

And

The Hon'ble Justice Md. Shabbar Rashidi

MAT/832/2025

With

IA NO: CAN/1/2025

ASHOK KUMAR SAHA

VS

THE STATE OF WEST BENGAL AND ORS.

For the Appellant : Mr. Achintya Kr. Banerjee,
Mrs. Karunamoyee Samanta, Advocates

For the State : Md. Ahsanuzzaman,
Ms. Indrani Nandi, Advocates

Heard and judgment on: June 11, 2025

Md. Shabbar Rashidi, J.

1. The appeal is directed against a judgment and order dated May 19, 2025 passed in WPA 26114 of 2024. By the impugned judgment and order, the learned Single Judge dismissed the writ petition seeking extension of the time period of the existing lease for sand mining.
2. In pursuance of an advertisement issued by the District Land Reforms Officer, Purba Bardhaman, the writ petitioner participated in a tender process for issuance of mining lease for sand minerals over Plot No.

1003 situated at Mouza- Bakulia within the District of Purba Bardhaman. The writ petitioner being the highest bidder was declared successful on October 27, 2016. Accordingly, a lease for mining sand was granted to the writ petitioner on February 11, 2017. An agreement to that effect was entered into by and between the writ petitioner and the District Land Reforms Officer.

3. After grant of such lease, the writ petitioner has been doing sand mining over the plot allotted to him on and from February 11, 2017. It is the further case of the writ petitioner that with the onset of COVID-19 in the year 2020-2021, the writ petitioner could not execute the sand mining lease which resulted in huge loss. The original lease for sand mining was for a period of five years on and from February 11, 2017.
4. Since the writ petitioner was not able to execute the agreement for excavation of sand during the onset of COVID-19, applied for extension of lease period in the year 2021. The aforesaid application of the writ petitioner was rejected by the authority on May 18, 2023.
5. Challenging the order of such rejection, the writ petitioner filed an earlier writ petition being WPA 12893 of 2023 which was disposed of by an order dated June 1, 2023 directing the writ petitioner to approach the appellate authority. Consequently, the writ petitioner approached the appellate authority being the Divisional Commissioner, Purba

Bardhaman. Such appeal filed by the writ petitioner was disposed of by the Divisional Commissioner rejecting his prayer for extension of lease.

6. Being aggrieved and dissatisfied with the dismissal of the appeal by the Divisional Commissioner, the writ petitioner came up with the instant writ petition which has resulted in the impugned order.
7. It has been submitted by the writ petitioner that, since the lease was for a limited period of five years on and from the date of execution of the agreement on February 11, 2017, that the writ petitioner could not excavate the sand in terms of the agreement and as such incurred huge loss. For such reason, the writ petitioner claims that the period of lease should be extended.
8. In support of his contention, learned advocate appearing for the writ petitioner relies upon **(1984) 3 SCC 410 [Sadhuran Bansal vs. Pulin Behari Sarkar & Ors.]**
9. As noted above, the writ petition so filed on behalf of the writ petitioner being WPA 26114 of 2024 was dismissed by the learned Single Judge. We have gone through the impugned judgement and order. It transpires that the writ petition was dismissed taking into consideration that the writ petitioner had excavated the minimum amount of sand during the COVID-19 period but at the same time, there was no explanation advanced on behalf of the writ petitioner as to why

the minimum quantity was not excavated beyond such period. Learned Single Judge also held that extension of period of lease was not provided in the West Bengal Minor Minerals Concession Rules of 2016 as well as the West Bengal Minor Minerals Concession Rules of 2021. Learned Single Judge also held that allowing the extension of period of lease would be in violation of Article 14 of the Constitution of India.

10. Learned advocate appearing for the State has relied upon writing dated September 30, 2024 showing the quantity of sand excavated by the writ petitioner on and from 2017-2018 till 2021-2022. Learned advocate appearing for the State relied upon Auction Rules which prohibit grant of extension of period of lease without the process of auction. Learned advocate appearing for the State also questioned the submission made on behalf of the learned advocate for the petitioner that the lease granted in favour of the petitioner was disturbed or intervened by force nebula.
11. We have gone through the impugned judgement and order as well as the materials placed before us.
12. It is fact that the petitioner was granted the lease for sand mining in the year 2017 for a period of five years. The writ petitioner has been excavating sand in terms of the agreement entered into between the parties. However, during 2021-2022, COVID-19 intervened. It is

submitted on behalf of the learned advocate appearing for the petitioner that the writ petitioner could not excavate sand during such period. However, the memo relied upon by the learned advocate for the State belies such submission. It shows that 66,000 cft. sand was excavated during the period 2020-2021 whereas no sand was excavated during the period 2021-2022. This fact was taken notice of the learned Single Judge in the impugned judgment and order impugned. Learned Single Judge noted that there was no explanation on the part of the writ petitioner as to what prevented from excavating the sand during the period when COVID-19 was not in operation.

13. Even during COVID-19, the embargo on free movement was not for the entirety of the period. Strict regulations were for limited period. At the same time, the memo shows that a quantity of 66 Cft. of sand was excavated during the period when COVID-19 was in operation.
14. The relevant Rules guiding the grant of lease for excavation of sand mining, i.e., Rule 2016 as well as Rule 2021 specifically prohibits grant of extension of time for lease without going through the process of tender. Learned Single Judge also noted this fact in the impugned judgment and order and came to a conclusion that extension of time without undergoing process of auction would be violative of Article 14 of the Constitution of India.

15. **Sadhuram Bansal (supra)** noted as follows :-

"30. We must remember that in administering justice – social or legal – jurisprudence has shifted away from fine-spun technicalities and abstract rules to recognition of human beings as human beings and human needs as human needs and if these can be fulfilled without deprivation of existing legal rights of any party concerned, courts must lean towards that and if the Division Bench of the High Court, in the facts and circumstances of the case, has leaned towards that, it is improper for this Court in exercise of the discretion vested under Article 136 of the Constitution to interfere with that decision. We would do well to remember that justice – social, economic and political – is preamble to our Constitution, Administration of justice can no longer be merely protector of legal rights but must whenever possible be dispenser of social justice."

16. In the case in hand by ignoring the process of tender existing legal right of the other parties who were aspiring to participate in a tender process would surely be deprived. Moreover, it is trite law that to claim equity, one must do equity. As noted above by the learned Single Judge, since there was no explanation as to why in spite of existing lease of sand mining, sand was not executed by the writ petitioner beyond the period when COVID-19 was in operation; therefore, the principle of

social justice and equitable justice as claimed by the writ petitioner cannot be granted at the deprivation of other contender.

17. For the ends of justice, we find no reason to interfere with the impugned judgment and order.

18. Accordingly, MAT/832/2025 and the connected application are **dismissed** without any order as to costs.

(Md. Shabbar Rashidi, J.)

19. I agree.

(Debangsu Basak, J.)