

31-07-2025
Item No.18
Subrata
Bhattacharyya
AR(C)

IN THE HIGH COURT AT CALCUTTA

Constitutional Writ Jurisdiction
Appellate Side

WPA No.15737 of 2025

Jagannath Sarkar

-vs-

The State of West Bengal & Ors.

Mr. Tarunjyoti Tewari
Ms. Kousiki Bose
Mr. Dipankar Bhakta ...for the petitioner

Mr. K.J. Yusuf, AGP
Ms. Rajyashree Mukherjee ...for the State

Mr. Mrinal Kanti Ghosh
Mr. Ganesh Manna ...for the private respondents

1. The petitioner assails an order dated June 23, 2025 (Annexure P2, p.34) passed by the Forest Range Officer, Krishnanagar Range whereby the permission sought for by the petitioner for felling trees stood rejected.
2. Facts remain that there was a deed of lease entered in between the petitioner and the private respondents for a period of ten years. As per the deed of lease, the lessee being the petitioner is allegedly entitled to fell the trees planted by him at the end of the lease period. The lessors/owners of the subject plot of land objected to the felling of the trees because of which the Forest Range Officer rejected the prayer of the petitioner to fell the subject trees. Prayer has been made to direct the Forest Range Officer to permit the petitioner to fell trees in terms of the deed of lease.
3. Learned counsel representing the private

respondents being the fourth and fifth respondents submits that the land in question is a tribal land, and that trees cannot be cut without express permission from the forest authorities. According to the private respondents, they also have their own trees which are old ones and not planted by the petitioner which he intends to fell.

4. Learned counsel for the State submits that the dispute is purely private in nature between the petitioner and the private respondents. The Forest Range Officer refused to grant permission to fell trees because of the objection raised by the owners of the land in question.
5. Upon hearing the respective submissions advanced on behalf of all the parties, it appears that the petitioner is trying to execute the terms and conditions of the lease deed by way of the instant writ petition. The deed of lease specifies certain terms and conditions of the lessor and the lessee. If there is breach of any of the conditions of the deed of lease, the parties to the lease deed ought to approach the competent forum for remedy. By mere impleading the Forest Range Officer, the private dispute between the parties cannot be decided by this Court under Article 226 of the Constitution.
6. None of the fundamental rights of the petitioner appears to have been infringed requiring interference by the writ Court.
7. The writ petition fails and is hereby dismissed.
8. Affidavit of service is taken on record.
9. Certified copy of this order, if applied for, shall be made available to the parties.

[Amrita Sinha, J]

