

**In the High Court at Calcutta
Constitutional Writ Jurisdiction
Appellate Side**

Present:

The Hon'ble Justice Partha Sarathi Sen

WPA 22582 of 2025

with

WPA 22585 of 2025

M/s. Todi Mineral Pvt. Ltd. & Anr.

-vs-

The State of West Bengal & Ors.

For the Petitioners : Mr. Saptangshu Basu, Ld. Sr. Adv.
Mr. S. Sengupta
Mr. Dibyayan Banerji
Mr. Abhrajit Roy Chowdhury
Ms. Utsa Podder

For the State : Mr. Soumitra Bandyopadhyay, Ld. Sr. Govt. Adv.
(in WPA 22582 of 2025 Mr. Ayan Banerjee
Mr. Priyabrata Batabyal

For the State : Mr. Supratim Dhar, Ld. Sr. Adv.
(in WPA 22585 of 2025) Mr. Bipin Ghosh

Heard on and Judgment on : 26-09-2025

Partha Sarathi Sen, J.:-

1. Since in WPA 22582 of 2025 and in WPA 22585 of 2025 the subject matter of challenge is identical and since identical questions of facts and laws are involved in both the instant two writ petitions, this Court proposes to dispose of the instant two writ petitions by a common judgment.
2. The subject matter of challenge in the instant two writ petitions is the order dated 09.09.2025 as has been passed by the respondent no.4/authority.

3. For convenience, this Court while passing the instant judgment shall deal with the relevant pages of WPA 22585 of 2025 which are also common in WPA 22582 of 2025.
4. At the time of hearing Mr. Basu, learned senior advocate appearing on behalf of the writ petitioners at the very outset draws attention of this Court to page nos.51 to 113 of the instant writ petition, being a copy of the registered deed of lease dated 28.07.2025, as has been executed by the respondent/State as lessor in favour of the respondent no.1 as lessee. Admittedly, the said deed of lease for a period of twenty years for the purpose of quarry of granite from the leasehold area, particulars of which has been mentioned in the schedule of the said deed of lease.
5. At this juncture, Mr. Basu requests me to look to the renewal clause of the said registered deed of lease, as available at page no.102. It is submitted by Mr. Basu that from the renewal clause of the said deed of lease, it would reveal that the aforementioned mining lease shall be renewable for one period not exceeding the period specified in Rule 12(2) at the option of the lessees i.e. the writ petitioners herein, provided, however, the State Government may refuse to renew a mining lease over the whole or part of the area covered by the original lease, for which the renewal has been prayed for.
6. At this juncture, Mr. Basu again draws attention of this Court to page nos.105 to 106 of the WPA 22585 of 2025, being the relevant clause of the said deed of lease regarding "breach of any of the conditions of the lease". It is submitted by Mr. Basu that the said breach of condition postulates for payment of penalty by the lessee even for cancellation of the deed of

lease, in the event, any breach has not remedied within the stipulated period even after service of notice.

7. At this juncture, Mr. Basu draws attention of this Court to the judgment dated 04.07.2025 as passed by this Court in WPA 12080 of 2025 along with WPA 12082 of 2025, a copy of which has been annexed at page nos.174 to 182 of the instant writ petition.
8. It is submitted by Mr. Basu that under cover of the said judgment, this Court while disposing the said two writ petitions directed the respondent no.3/authority therein to consider the representation dated 27.12.2024 for renewal of two mining leases, which are subject matter of the instant two writ petitions afresh.
9. At this juncture, Mr. Basu draws attention of this Court to page nos.208 to 213 of WPA 22585 of 2025, being a copy of the order dated 09.09.2025 as passed by the respondent no.4/authority.
10. It is submitted by Mr. Basu that while passing the said reasoned order under challenge, the respondent no.4/authority noticed some alleged non-payment of penalty and alleged excess extraction of granite outside the leasehold area. It is submitted by Mr. Basu that the respondent no.4/authority while passing the said reasoned order, practically, places his reliance upon the aforementioned two alleged violations and, thus, proceeded to reject the prayer of the renewal. as made by the writ petitioners without considering the true meaning and purport of the renewal clause, as has been enumerated in para IX of the original deed of lease *vis-a-vis* Rule 3(6) of the Granite Conservation and Development Rules, 1999 (hereinafter referred to as the 'said Rules of 1999', in short).

11. It is further argued by Mr. Basu that, in the event, the said renewal clause as available in the original registered deed of lease dated 28.07.2025 is construed in its proper perspective, the respondent.5/authority ought not to have passed such unreasoned order and, therefore, the same is very much required to be interfered with in this judicial review. It is further submitted by Mr. Basu that the respondent no.4/authority while passing the said order under challenge has also failed to visualize the true spirit of Rules 3(6) of the said Rules of 1999, which postulates that the State Government is duty bound to authorize renewal of a lease in the interest of the development of granite.
12. It is submitted by Mr. Basu that from the order under challenge, it would nowhere reflect that the respondent no.4/authority has recorded any reason that, in the event, renewal as prayed for by the writ petitioner is granted that would be contrary to the interest of the development, as has been desired by the legislature while framing the Rule 6 of the said Rules of 1999.
13. Placing his reliance upon a reported decision of **Swapan Sarkar v. State of West Bengal & Ors.**, reported in **2014 SCC Online Cal 13995**, it is argued by Mr. Basu that a Hon'ble Division Bench while deciding the case of **Swapan Sarkar** (supra) has turned down the reasoned order, as passed by the authority in absence of showing any satisfactory clarification. It is, thus, submitted by Mr. Basu that the order under challenge is a glaring example of arbitrariness as well as unreasonableness on behalf of the respondent no.4/authority and the order under challenge suffers from patent illegality and perversity.

14. It is, thus, submitted by Mr. Basu that appropriate relief/reliefs may be granted to the writ petitioners in terms of the prayers made in the instant writ petition.
15. It is further submitted by Mr. Basu that payment/non-payment of penalty on account of alleged unauthorised mining is restricted to WPA 22582 of 2025 and, therefore, the respondent no.4/authority ought not to consider the same, while considering the prayer, which is the subject matter of WPA 22585 of 2025.
16. *Per contra*, Mr. Dhar, learned senior advocate appearing on behalf of the respondent/State in WPA 22585 of 2025 submits before this Court that in the reasoned order dated 09.09.2025, the respondent no.4/authority categorically indicated that during joint survey, it was noticed that the writ petitioner excavated 745.12 cum granite from the outside of his leasehold area.
17. Drawing attention to Page No. 155 of the instant writ petition, it is further argued by Mr. Dhar that on the basis of such joint survey, assessment of penalty was made which has been duly paid by the writ petitioner and such assessment of penalty was never challenged by the writ petitioner.
18. It is thus submitted by Mr. Dhar that by payment of such assessment penalty on account of unlawful excavation beyond the leasehold area, the writ petitioner has practically accepted his fault. It is further submitted by Mr. Dhar that Rule 6 of the said Rule of 1999 clearly envisages that the State Government is duty bound to authorize the renewal of a lease for a further period provided it comes to an opinion that is that the same is in the interest of development of Granite.

19. It is further argued by Mr. Dhar that from the conduct of the writ petitioner, the respondent/State has come to its dissatisfaction regarding the conduct of the writ petitioner while excavation of Granite beyond the leased out area and the same has been duly reflected in the reasoned order.
20. It is thus submitted by Mr. Dhar that by no stretch of imagination, it can be said that the reasoned order under challenge suffers from any arbitrariness and/or perversity.
21. Mr. Bandyopadhyay, learned senior government advocate duly assisted by Mr. Banerjee, learned advocate and Mr. Batabyal, learned advocate appearing on behalf of the State adopted the argument of Mr. Dhar.
22. This Court has meticulously gone through the entire materials as placed before this Court.
23. This Court has given its due consideration over the submissions of the learned advocates for the contending parties.
24. On careful perusal of the entire materials as placed before this Court, it reveals that admittedly in the earlier registered deed of lease dated 28.07.2005 which is a lease for 20 years for excavation of Granite, there exists a renewal clause which is as under:

“Renewal 3. The mining lease shall be renewable for one period not exceeding the period specified in sub-rule (2) of the rule 12 at the option of the Lessee/Lessees:

Provided, however, that the State Government may refuse to renew a mining lease over the whole or part of the are covered by the original lease, for which renewal is prayed for.”

25. On perusal of the aforementioned renewal clause, it reveals that the said renewal is at the option of the lessee, that is the writ petitioner herein. However, the said clause also contains a proviso that the State Government may refuse to renew a mining lease over the whole or part of the area of the original lease for which renewal has been prayed for.
26. At this juncture, this Court proposes to look to Rule 6 of the said Rules of 1999 which is as under:

“6. Period for which lease 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.

(3) Notwithstanding anything contained in sub-section (2), if the State Government is of the opinion that in the interest of development of granite it is necessary to do so, it may, for reasons to be recorded, authorize the renewal of a lease for a further period or periods not exceeding twenty years in each case.”

27. On conjoint perusal of the aforementioned renewal clause and Rule 6 of the said Rules of 1999, it appears to this Court that though under the terms and conditions of the said deed of lease dated 28.07.2005, the renewal is at the option of the lessee, however, the State Government is within its power to refuse such prayer for renewal.
28. Rule 6(3) of the said Rules of 1999 further mandates that the State Government is empowered to authorize the renewal of lease for a further period not exceeding 20 years if the State Government is of the opinion that in the interest of the development of granite, the same is necessary.

29. Keeping in mind the actual meaning and purport of the aforementioned renewal clause as well as Rule 6 of the said Rules of 1999, if I look to the factual aspects of this case, more specifically, to the reasoned order under challenge dated 09.09.2025 as passed by the respondent no. 4/authority, it reveals that the respondent no. 4/authority while passing the reasoned order noticed that the writ petitioner has violated the terms and conditions of the said registered deed dated 28.07.2005 on account of excavation of 745.12 cubic meter granite beyond the leasehold area of the registered deed of lease dated 28.07.2005.
30. Materials have been placed before this Court that such illegality and/or irregularity and/or violation of the terms and conditions of the said deed of lease was noticed during joint survey and on account of such illegality or irregularity penalty was imposed upon the writ petitioner and such penalty was ultimately paid.
31. It thus appears to this Court that the respondent no. 4/authority while considering the representations of the writ petitioner for grant of renewal of two mining leases which are the subject matters of the instant two writ petitions have considered the past conduct of the writ petitioner and came to a objective satisfaction that it would be contrary to the interest of development of granite in the event, the prayers for renewal of grant of mining lease is/are allowed. Though on behalf of the writ petitioner, it was strongly contended that the alleged violation on the part of the writ petitioner is restricted to the mining lease which is subject matter of WPA 22582 of 2025 but the same is no way connected with the mining lease as involved in WPA 22585 of 2025, however, it appears to this Court that

since in both the mining leases, lessees are identical, the respondent no. 4/authority committed no mistake at all in considering the conduct of the self-same lessee while refusing the prayer for renewal of the lease as prayed for.

32. It appears to this Court that the respondent no. 4/authority while passing the reasoned order has not only interpreted the renewal clause of the earlier two lease deeds in a correct manner as well as he has rightly taken into consideration the true meaning, purport and spirit of Rule 6(3) of the said Rules of 1999.

33. In view of such, this Court holds that the impugned order dated 09.09.2025 as passed by the respondent no. 4/authority is perfectly justified and in absence of any illegality and/or irregularity and/or perversity, this Court finds no reason to interfere with such finding in judicial review.

34. With the aforementioned observations, the instant two writ petitions being **WPA 22582 of 2025** and **WPA 22585 of 2025** are dismissed.

35. There shall, however, be no order as to costs.

36. Urgent photostat certified copies of this order, if applied for, be supplied to the parties upon compliance with all the necessary formalities.

(Partha Sarathi Sen, J.)

S.R. [AR(C)]