

S/L 3
01.05.2025
Court. No. 19
Suwayan

WPA 27471 of 2024

Dilip Mondal
Vs.
The State of West Bengal & Ors.

Mr. Piaki Ranjan Chakraborti
Mr. Pallav Chatterjee
Mr. Monajit Chakraborti

...for the petitioner.

Mr. Chandi Charan De, AGP
Mr. Anirban Sarkar

...for the State.

Mr. Sanjay Saha
Mr. Raju Mondal

...for the respondent no. 2.

1. The writ petitioner, the respondents/State and the respondent no. 2 that is one of the functionaries of the West Bengal Mineral Development Trading Corporation are represented by their respective Counsels.
2. By filing the instant writ petition the writ petitioner has prayed for issuance of appropriate writ/writs against the respondents/authorities for quashing of the memo dated 24.09.2019 and also for cancellation of the reasoned order dated 02.12.2022 as passed by the respondent no. 5/authority herein.
3. In course of hearing Mr. Chakraborti, learned Advocate appearing for the writ petitioner at the very outset draws attention of this Court to page no. 74 of the instant writ petition being a copy of the memo dated 24.09.2019 as issued by the respondent no. 5/authority in favour of the writ petitioner. It is submitted that under cover of the said memo dated 24.09.2019 the

respondent no. 5/authority directed the writ petitioner not to issue challan for carrying the extracted minor minerals through vehicle.

4. At this juncture, Mr. Chakraborti draws attention of this Court to page nos. 76 and 77 of the instant writ petition being a copy of the letter dated 16.08.2022 addressed to the different functionaries of the State including the respondent no. 5/authority requesting them to permit him to issue challan for carrying the minor minerals as per the lease deed as has been executed in favour of the writ petitioner.
5. While drawing attention of this Court to the order under challenge dated 02.12.2022 it is submitted by Mr. Chakraborti that the respondent no. 5/authority had passed such order without looking to the provisions of Rule 21 of the West Bengal Minor Minerals Concession Rules, 2016 (hereinafter referred to as the 'said Rules of 2016').
6. It is argued on behalf of the writ petitioner that while passing the order dated 02.12.2022 which is the subject matter of challenge in the instant writ petition the respondent no. 5/authority has misconstrued the provision of the Rule 21 of the said Rules of 2016 and practically passed a cryptic order assigning no reason for not considering the writ petitioner's representation favourably.
7. In course of his submission Mr. Chakraborti also draws attention of this Court to the page no. 86 of the instant writ petition being a copy of the notification dated

22.05.2017 as issued by the Department of Industry, Commerce and Enterprises. It is submitted that by virtue of the said notification the rigor of Rule 10(2) of the said Rules of 2016 has been relaxed and such notification enabled the successful bidders to deposit 1/3rd of the bid money at the time of commencement of the mining operation and the balance of amount of bid money shall have to be paid in three installments within a gap of maximum 45 days each from the date of first installment, however, the said three installments are to be paid either during the period of lease or prior to the closer of the mining operation. Mr. Chakraborti submits before this Court that while passing the order under challenge dated 02.12.2022 the respondent no. 5/authority had also not construed the true meaning and purport of the said notification, a copy of which has been annexed at page no. 86 of the instant writ petition.

8. *Per contra*, Mr. Saha, learned Advocate appearing on behalf of the respondent no. 2 submits before this Court that the writ petitioner has miserably failed to take benefit of the notification dated 22.05.2017. It has been submitted by Mr. Saha that since the writ petitioner being a successful bidder has failed to pay the installments within a period of maximum 45 days immediately after making payment of 1/3rd of the bid money, the respondent no. 5/authority have got no other alternative to issue the letter under challenge dated 24.09.2019 whereby and whereunder the writ

petitioner was prevented from issuance of any road challan. It is further submitted by Mr. Saha that the respondent no. 5 has correctly come to a finding that in the meantime the said Rules of 2016 has been repealed with the enactment of West Bengal Sand (Mining, Transportation, Storage and Sale) Rules, 2021 (hereinafter referred to as the 'said Rules of 2021').

9. Mr. De, learned AGP appearing on behalf of the respondents/State supports the contention of Mr. Saha.
10. On careful consideration of the entire materials as placed before this Court and after hearing the learned Advocates for the contending parties it appears to this Court that undoubtedly the writ petitioner was found to be a successful bidder for extraction of minor minerals in respect of Sand Bolck Galsi-II/D Bhasapour/94(P)/A located in Plot no. 94(P), Mouza – D Bhasapour, JL no. 79, P.S. – Galsi, District – Purba Bardhaman.
11. It is also undisputed that after his selection as a successful bidder the writ petitioner deposited 1/3rd of the bid money and thereafter a lease deed was executed on 13.12.2017.
12. As rightly pointed out by Mr. Saha nothing could be shown on behalf of the writ petitioner that pursuant to the notification dated 22.05.2017 the writ petitioner has made payment of the balance bid money in three installments with a gap of maximum 45 days each from the date of payment of the first installment.

13. Though it has been strongly contended on behalf of the writ petitioner that a proper interpretation of the said notification dated 22.05.2017 is that the remaining three installments are to be cleared either during the lifetime of the lease period or before the closer of mining operation, in considered view of this Court such argument cannot be accepted since in the said notification dated 22.05.2017 it has been categorically mentioned that the remaining three installments of balance bid amount shall have to be paid within a gap of maximum 45 days from the date of making payment of the first installment with a further rider that in no case such payments in installments shall exceed the lease period or the closing of mining operation.
14. No materials could be placed on behalf of the writ petitioner that immediately after making payment of the first installment of the bid amount and execution of the lease deed dated 13.12.2017 the writ petitioner made the payment of second installment within a period of 45 days from the date of payment of first installment and so on.
15. This Court thus finds that the writ petitioner has not only violated the conditions of the lease as well as the mandate of the notification dated 22.05.2017. It further appears that the representation was submitted almost after three years when the writ petitioner was stopped from issuing the road challan for carrying the minor minerals. The writ petitioner has also miserably failed to explain the delay and the laches in making

such representation with the respondent no. 5/authority.

16. In view of such, this Court considers that the instant writ petition is devoid of any merit.

17. Accordingly, the instant writ petition being WPA 27471 of 2024 is dismissed.

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

19. 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.)