



2026:GAU-AS:5033

THE GAUHATI HIGH COURT

(THE HIGH COURT OF ASSAM, NAGALAND, MIZORAM & ARUNACHAL PRADESH)

Writ Petition (C) No. 6865/2025

Mantu Nath Boro, S/o Kulen Nath Boro, R/o Village –
Ouguri, P.O. – Goreswar, District – Baksa, Assam,
781364.

.....Petitioner

-Versus-

1. Bodoland Territorial Council (BTC) represented by its Principal Secretary, Bodoland Secretariat Complex, Bodofa Nwgwr, Kokrajhar - 783371.
2. The Secretary, Bodoland Territorial Council, Environment & Forest Department, Bodoland Secretariat Complex, Bodofa Nwgwr, Kokrajhar – 783371.
3. The Additional Chief Conservator of Forest –cum- CHD, BTC, Kokrajhar - 783371.
4. The Divisional Forest Officer, Baksa Forest Division, Mushalpur, Baksa - 781372.

.....Respondents

BEFORE
HON'BLE MR. JUSTICE MANISH CHOUDHURY

Advocates :

Petitioners : Mr. S. Hoque, Advocate

Respondent nos. 1 & 2 : Ms. N. Choudhury, Standing Counsel, BTC

Respondent nos. 3 & 4 : Mr. R.R. Gogoi, Standing Counsel,
Environment & Forest Department

Date on which judgment is reserved : N/A

Date of pronouncement of judgment : 02.04.2026

Whether the pronouncement is of the
Operative part of the judgment? :

Whether the full judgment has been
Pronounced ? : Yes

JUDGMENT & ORDER

Heard Mr. S. Hoque, learned counsel for the petitioner; Ms. N. Choudhury, learned Standing Counsel, Bodoland Territorial Council [BTC]; and Mr. R.R. Gogoi, learned Standing Counsel, Environment & Forest Department.

2. The instant writ petition under Article 226 of the Constitution of India has been preferred seeking a direction in the nature of mandamus to the respondent authorities, more particularly, the Divisional Forest Office, Baksa Forest Division, Mushalpur [the respondent no. 4] to settle a Minor Mineral Concession area, 'Barnadi Sand Mahal No. 12' forthwith in favour of the petitioner in terms of a

Notice Inviting Tender [NIT] dated 25.08.2025 by setting aside and quashing a decision conveyed by the Executive Member, Bodoland Territorial Council [BTC] vide an Office Letter dated 12.11.2025 addressed to the Additional Chief Conservator of Forest -cum- CHD, BTC [the respondent no. 3].

3. The facts which are not in dispute, can be exposited at first, in order to appreciate the issues involved in the writ petition. By a Notice Inviting Tender [NIT] dated 25.08.2025, the respondent no. 4 invited sealed tenders with validity period of 180 days for grant of Mineral Concession as per the provisions of the Assam Minor Mineral Concession Rules, 2013 in certain specified Minor Mineral Concession areas [Mahals] within the Baksa Forest Division as per the schedule mentioned therein. One of the Mahals in which the Mineral Concession was to be granted by the NIT dated 25.08.2025 was 'Barnadi Sand Mahal No. 12' for the contract period : 2025-2032. It was informed to the bidders that the NIT contained details of the Minor Mineral Concession area [Mahal] along with the terms and conditions of grant and the same could be procured from the office of the respondent no. 4 during working hours on payment of a sum of Rs. 1,000/- by demand draft of the State Bank of India [SBI] payable in favour of the respondent no. 1.
4. As per the NIT, the last date of submission of sealed tenders was up to 02-00 p.m., 15.09.2025. In response to the NIT dated 25.08.2025, three bidders including the petitioner, submitted their sealed tenders for settlement of the Minor Mineral Concession area, 'Barnadi Sand Mahal No. 12'. The tenders so received were opened and evaluated by a Bid Quotation Committee under the chairmanship of the respondent no. 4 on 04.10.2025 in the office of the respondent no. 4. After opening of the bids, the Bid Quotation Committee prepared a Comparative Statement and recorded its comments as regards submission of essential documents / certificates, etc., by the respective participant bidder. Upon evaluation, the Bid Quotation Committee found that the petitioner with a tendered amount of Rs. 18,60,000/- emerged as the highest valid bidder [H-1]. The other two participant bidders' tendered amounts were Rs. 18,50,000/- and Rs. 18,10,000/- respectively. Upon consideration, the Bid

Quotation Committee decided to approve the bid of the petitioner and to allot Barnadi Sand Mahal No. 12 to him after observance of all official formalities.

5. The decision taken by the Bid Quotation Committee stood forwarded to the respondent no. 2 for approval. The respondent no. 2 vide an Office Letter dated 01.11.2025 conveyed to the respondent no. 3 that the Competent Authority in the Bodoland Territorial Council [BTC] had approved the highest quoted rate as per the Comparative Statement, that is, the tender of the petitioner for Barnadi Sand Mahal No. 12. The respondent no. 3 vide an Office Letter dated 03.11.2025 wrote to the respondent no. 4 that the BTC had approved the highest quoted rate in the Comparative Statement prepared for the Minor Mineral Concession area, Barnadi Sand Mahal No. 12 and for grant of the Minor Mineral Concession contract in favour of the petitioner. The respondent no. 4 was thereby requested to take necessary steps to settle the Minor Mineral Concession area from his end as per the Assam Minor Mineral Concession Rules, 2013.
6. It is the case of the petitioner that after 03.11.2025, the petitioner was waiting with legitimate expectation that the Minor Mineral Concession area, Barnadi Sand Mahal No. 12 would be granted to him with the issuance of a Letter of Award / Letter of Acceptance. But to his surprise, the petitioner came to learn that an Executive Member of the BTC vide an Office Letter no. GEN-01/2025-26/82 dated 12.11.2025 wrote to the respondent no. 3 to make necessary arrangement for cancellation of allotment of the Minor Mineral Concession area, Barnadi Sand Mahal No. 12 in terms of the Comparative Statement prepared by the Bid Quotation Committee and to re-process the matter for allotment of Barnadi Sand Mahal No. 12 in favour of one Sri Mukut Narzary.
7. As the decision amounted to implied cancellation of the bidding process initiated by the NIT dated 25.08.2025, the petitioner has instituted the instant writ petition seeking inter alia setting aside and quashing of the Office Letter dated 12.11.2025 of the Executive Member, Bodoland Territorial Council [BTC], which was addressed to the Additional Chief Conservator of Forest -cum- CHD, BTC [the respondent no. 3]. A direction in the nature of mandamus to the respondent

authorities, more particular, the Divisional Forest Office, Baksa Forest Division, Mushalpur [the respondent no. 4] has also been sought for to settle a Minor Mineral Concession area, Barnadi Sand Mahal No. 12 forthwith in favour of the petitioner in terms of a Notice Inviting Tender [NIT] dated 25.08.2025

8. As against such reliefs sought for by the petitioner in the writ petition, the respondent BTC authorities have contended that the bidding process initiated by the NIT dated 25.08.2025 has been decided to be cancelled and therefore, the petitioner does not have any right to seek such reliefs. In order to test the contentions of the parties, the reasons for which the bidding process has been recalled are to be examined.
9. The stand taken by the respondent BTC authorities in the affidavit-in-opposition is to the effect that in a Meeting of the Executive Council of the Bodoland Territorial Council [BTC], held on 09.12.2025, it has been found that by the publication of NITs, bidding processes were initiated for grant of Minor Mineral Concessions for a number of Minor Mineral Concession areas [Mahals]. But, e-Auction process was not adopted. The Executive Council, BTC took a decision to adopt e-Auction process for grant Mineral Concession in Minor Mineral Concession areas [Mahals] to successful bidders in its territorial jurisdiction.
10. The Parliament had enacted the Mines and Minerals [Development and Regulation] Act, 1957 [‘the MMDR Act’, for short] to provide for development and regulation of mines and minerals under the control of the Union. As per definition provided in Section 3[e] in the MMDR Act, ‘minor minerals’ means building stones, gravel, ordinary clay, ordinary sand other than sand for prescribed purposes, and any other mineral which the Central Government may, by notification in the Official Gazette declare to be a minor mineral. Section 15 of the MMDR Act has provided the power to the State Governments to make rules in respect of minor minerals. As per sub-section [1] of Section 15, the State Government may, by notification in the Official Gazette, make rules for regulating the grant of quarry leases, mining leases or other mineral concessions in respect of minor minerals and for purposes connected therewith. Sub-section [1A] of

Section 15 has prescribed that in particular and without prejudice to the generality of the power provided in sub-section [1], the rules may provide for all or any of the matters contained in sub-clause [a] to sub-clause [o] thereof. Section 23C has provided power to the State Government to make rules for preventing illegal mining, transportation and storage of minerals.

11. In exercise of the powers conferred by sub-section [1] of Section 15 and Section 23C of the MMDR Act, the State Government had made a set of rules, 'the Assam Minor Mineral Concession Rules, 2013' [the Rules, 2013', for short] vide a Notification no. PEM.83/2009/Pt.-1/627, which was published in the Assam Gazette on 16.03.2013. In Rule 2[q] of the Rules, 2013, 'mineral concession' has been defined as a mining lease or a mining contract or permit in respect of mineral and includes quarry permits and other mineral concession permitting the mining of minor mineral in accordance with the provisions of Rules, 2013. As per Rule 2[r], 'mining contract' means a mining contract given on behalf of the Government to carry, win work and carry away any minor minerals specified therein through a competitive bidding process. 'Schedule', as per Rule 2[cc], means a schedule appended to the Rules, 2013. In the schedule of the Rules, 2013, sand, gravel and stone are included in the list of minor minerals.
12. When the Assam Minor Mineral Concession Rules, 2013 were originally made in the year 2013, the procedure for inviting competitive bids/auctions and payments was included in Chapter-6. Originally, Rule 32[1], Rule 33[1] and Rule 34[2] used to read as under :-

32[1] Save in the cases specifically mentioned under these rules and where such mineral concessions may be granted on application, all mining of contract or leases / contracts / permits shall be granted through transparent process of inviting **competitive bids /open auction.**

33[1] The competent authority shall upfront determine the reserve price in each case where the mineral concession are granted through **competitive bidding /open auction, as the case may be.**

34[2] In addition to the publication of notice in writing, **competitive bid /open auction** under sub-rule [1] above, the gist of such notice, along with the schedule **for inviting bid/holding open auctions** shall also be published in one daily newspaper having circulation in the area.

13. Subsequently vide a Notification no. PEM.47/2018/16 dated 26.10.2018, a number of amendments were brought in the Assam Minor Mineral Concession Rules, 2013 by the Assam Minor Mineral Concession [Amendment] Rules, 2018. The Notification dated 26.10.2018 was published in the Assam Gazette in its Issue no. 515 dated 29.10.2018. By the Assam Minor Mineral Concession [Amendment] Rules, 2018, amendments were brought in Rule 32[1], Rule 33[1] and Rule 34[2]. After amendments, Rule 32[1], Rule 33[1] and Rule 34[2] read as under :-

32[1] Save in the cases specifically mentioned under these rules and where such mineral concessions may be granted on application, all mining of contract or leases / contracts / permits shall be granted through transparent process of inviting **e-Auction**.

33[1] The competent authority shall upfront determine the reserve price in each case where the mineral concession are granted through **e-Auction**.

34[2] In addition to the publication of notice in writing, **e-Auction** under sub-rule [1] above, the gist of such notice, alongwith the schedule for **e-Auction**, shall also be published in one daily newspaper having circulation in the area.

14. Rule 1[2] of the Assam Minor Mineral Concession [Amendment] Rules, 2018 had prescribed that the amendments would come into force on the date of their publication in the Official Gazette. Therefore, the Assam Minor Mineral Concession [Amendment] Rules, 2018 had come into force on and from

29.10.2018. By the said amendments, the rule-makers had made it clear that on and from 29.10.2018, any process of grant of mining contract or mineral concession of minor minerals has to be mandatorily conducted only through the e-Auction mode.

15. It is too settled a law that where law requires a thing to be done in a certain manner or where a power is given to do a certain thing in a certain manner, the thing must be done in that way or manner or not at all and other methods of performance are necessarily forbidden. The legal maxim, '*Expressio Unius Est Exclusio Alterius*,' means 'the express mention of one thing implies the exclusion of another.' It is a principle of statutory interpretation that when a legal document or statute lists specific items, things not listed are intentionally excluded, aiding courts in determining intent. It simply means that if a statute provides for a thing to be done in a particular way then it has to be done in that manner only and in no other manner. All manners other than the statutorily prescribed manner are necessarily forbidden.
16. In the NIT dated 25.08.2025, it was specifically mentioned that the Minor Mineral Concession area, Barnadi Sand Mahal No. 12 would be settled as per the provisions of the Assam Minor Mineral Concession Rules, 2013. Yet, the respondent BTC authorities did not take recourse to a bidding process through the e-Auction mode. The BTC or the respondent no. 4 was under statutory obligation to initiate the bidding process for grant mining contract / mineral concession of sand from Barnadi Sand Mahal No. 12 only through e-Auction mode and in no other mode. As by the NIT dated 25.08.2025, sealed tenders were only invited to be submitted in the office of the respondent no. 4 and tenders not invited to be submitted on-line through e-Auction mode, the decision to cancel the bidding process initiated through the NIT dated 25.08.2025 and to initiate the bidding process through the e-Auction mode is therefore, found in conformity with the Assam Minor Mineral Concession Rules, 2013, as amended by the Assam Minor Mineral Concession [Amendment] Rules, 2018 and this Court finds no reason to take any exception to the said decision.

17. In the case in hand, the petitioner submitted his sealed tender in physical mode which was found to be responsive and he had emerged as successful bidder in the bidding process. No Letter of Intent [LoI] was issued to the petitioner thereafter. Therefore, no Letter of Award was issued in favour of the petitioner during the subsequent period and no contract agreement also was entered into with him.
18. As per Rule 2[o] of the Assam Minor Mineral Concession Rules, 2013, as amended, 'Letter of Intent' [LoI] means a 'Letter of Intent' issued to the successful bidder on acceptance of the bid for grant of mining lease or contract or permit or mineral concession under these rules. Rule 37 has inter alia mentioned that on acceptance of the bid of the highest bidder by the competent authority, a Letter of Intent [LoI] would be issued in favour of the successful bidder. The said rule has further provided that after compliance of formalities like deposit of the balance amount of bid security, an agreement would be executed with the Letter of Intent [LoI] holder.
19. In the case in hand, upon evaluation of the bids of the three participant bidders, the Bid Quotation Committee had found the bid of the petitioner to be responsive to the NIT dated 25.08.2025. As the petitioner had quoted the highest bid value of Rs. 18,50,000/-, he was adjudged as the highest valid bidder [H-1] by the Bid Quotation Committee. Thereafter, the Competent Authority in the BTC had accorded approval to the bid of the petitioner for settlement of the Minor Mineral Concession area, Barnadi Sand Mahal No. 12 in favour of the petitioner. By the Office Letter dated 03.11.2025, the respondent no. 3 had directed the respondent no. 4 to take necessary steps for settlement of the Minor Mineral Concession area, Barnadi Sand Mahal No. 12 as per the provisions of the Assam Minor Mineral Concession Rules, 2013.
20. In sub-rule [3] of Rule 37 of the Rules, 2013, the process for completion of the various stages for grant of Mineral Concession has been provided for. It is prescribed that on completion of the bidding process, the highest bidder shall has to deposit an amount equal to 10% of the annual bid amount as 'initial bid

security' before expiry of the period allowed. The amount deposited towards the 'initial bid security' would be adjusted as part of the bid security on acceptance of the bid by the Competent Authority and a Letter of Intent [LoI] would be issued in favour of the successful bidder. The Letter of Intent [LoI] holder has to deposit the balance amount of bid security i.e. equal to 15% before expiry of the period allowed. It is after the deposit of the entire bid security, the parties would execute a contract agreement to allow the successful bidder to operate the concerned Minor Mineral Concession area.

21. It is settled that a Letter of Intent [LoI] merely indicates a party's intention to enter into a contract with the other party in future. A Letter of Intent [LoI] is not intended to bind either party ultimately to enter into any contract. Even after issuance of a Letter of Intent [LoI], it cannot be said that there is a binding legal relationship between the parties at that stage. In the case in hand, with no Letter of Intent [LoI] issued in favour of the petitioner with the possibility of execution of a contract, it is clear that there was no formation of contract between the parties at that point of time. In other words, there was no concluded contract between the parties for the petitioner to claim that a right has been vested in him to operate the Minor Mineral Concession area, Barnadi Sand Mahal No. 12.
22. The question which has, therefore, arises is whether any right of the petitioner has been infringed due to the decision of the respondent BTC authorities not to proceed with the bidding process initiated by the NIT dated 25.08.2025. A bidder participating in a competitive bidding process has no other right except the right to equality and fair treatment in the matter of evaluation of competitive bids offered by interested persons in response to notice inviting tenders in a transparent manner. Submission of a tender in response to a notice inviting tender is no more than making an offer which the State or its instrumentalities / agencies are under no obligation to accept. The bidders participating in the tender process cannot insist that their tenders should be accepted simply because a given tender is the highest or lowest depending upon whether the contract is for sale of public property or for execution of works on behalf of the

Government. In the matter of award of contracts, the Government and its instrumentalities / agencies have to act reasonably and fairly at all points of time and it is only to that extent, a bidder has an enforceable right in the Court which is competent to examine whether the aggrieved party has been treated unfairly or discriminated against to the detriment of public interest [Ref : Maa Binda Express Carrier and another vs. North-East Frontier Railway and others, (2014) 3 SCC 760].

23. The decision to cancel a tender process is purely an administrative decision and such decision is neither judicial nor quasi judicial. It is not necessary to observe the principle of natural justice and it is not required to give reasons for the decision to cancel a tender process if it be a State or an instrumentalities / agency of the State. The State or its instrumentalities / agencies are entitled to give reasons in the counter to the writ petition.
24. The decision of the Executive Council, BTC to settle Minor Mineral Concession area, Barndadi Sand Mahal No. 12 through the e-Auction mode was in compliance of the Assam Minor Mineral Concession Rules, 2013, as amended. There is nothing in the materials on record that such decision of the Executive Council, BTC is influenced by the Office Letter dated 12.11.2025 of the Executive Member, BTC addressed to the respondent no. 3. There is no materials on record to suggest that the statutory authorities in the BTC vested with the power, authority and jurisdiction to grant Mineral Concession in Barnadi Sand Mahal No. 12 had acted in any manner based on the Letter dated 12.11.2025.
25. The petitioner has sought to contend that since the bid value was below Rs. 20,00,000/-, it is not mandatory on the part of the respondent BTC authorities to initiate the competitive bidding process for settlement of the Minor Mineral Concession area, Barnadi Sand Mahal No. 12 through the e-Auction mode. To support such contention, the learned counsel for the petitioner has referred to an Office Memorandum dated 08.01.2024 of the Finance Department, Government of Assam wherein it has been made mandatory to procure goods and services valued above Rs. 20,00,000/- through Assam Tenders Procurement Portal,

<https://assamtenders.gov.in>. As per the Office Memorandum dated 08.01.2024, it is not mandatory to procure goods and services valued less than Rs. 20,00,000/- through the Assam Tenders Procurement Portal, <https://assamtenders.gov.in>. The said contention of the petitioner is not acceptable for the reason that the Assam Minor Mineral Concession Rules, 2013, as amended, by the Assam Minor Mineral Concession [Amendment] Rules, 2018 is a self-contained code. When it has been made mandatory in the Assam Minor Mineral Concession Rules, 2013, as amended, by the Assam Minor Mineral Concession [Amendment] Rules, 2018, on and from 29.10.2018, any bidding process for grant of mineral concession for any Minor Mineral Concession area can only be completed through the e-Auction mode. Any deviation from e-Auction mode is not permissible and therefore, the procedure mentioned in the Office Memorandum dated 08.01.2024 cannot be made applicable to a process which is to be statutorily settled only through the e-Auction mode. An executive instruction in the form of an Office Memorandum cannot supplant any statutory rules.

26. When in the light of the afore-stated propositions of law the decision to cancel the bidding process initiated by the NIT dated 25.08.2025, as resolved by the Executive Council of the BTC in its Meeting held on 09.12.2025, is examined, the decision to cancel the bidding process is not found to be one, which requires any interference for the reasons already discussed hereinabove. The petitioner as the successful bidder at the time of the decision to cancel the bidding process had no vested right to claim that there was any binding relationship in view of any concluded contract with regard to the Minor Mineral Concession area, Barnadi Sand Mahal No. 12. In order to create any binding relationship, the parties did not travel to the last mile post, which would have been reached only with the final acceptance of the bid. As the manner in which the bidding process was initiated was illegal due to its non-initiation through e-Auction mode, the decision to cancel the bidding process initiated by the NIT dated 25.08.2025 does not call for any interference. Consequently, the writ petition is found unmerited and is liable to be dismissed. It is accordingly dismissed. Recalling the interim order, the writ petition is dismissed.

27. During the bidding process, that is, from the time of publication of the NIT on 25.08.2025 to the decision of the Executive Council, BTC taken in its Meeting held on 09.12.2025, to cancel the process the petitioner as the successful bidder had complied with all the conditions mentioned in the NIT. If the petitioner had deposited any amount towards earnest money, bid security, etc. to the respondent BTC authorities during the bidding process, there is no reason for the respondent BTC to retain any such amount received from the petitioner for any further period, in the absence of any non-compliance on the part of the petitioner. Therefore, the amount, if any, deposited by the petitioner towards earnest money, bid security, etc. if still retained by the respondent BTC authorities, is to be returned to the petitioner within a period of one month from today. In the event the amount is not returned within a period of one month, then the same shall carry interest @ 6% till the date of return.

JUDGE

Comparing Assistant