

**IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE**

The Hon'ble **JUSTICE SUVRA GHOSH**

WPA 298 of 2025

with

CAN 1 of 2025

And

CAN 2 of 2026

Manirul Sardar

v/s.

State of West Bengal & Ors.

For the Petitioner:

Mr. Surajit Samanta
Ms. Sohini Samanta

For the Zilla Parishad :

Mr. Tapash Mondal
Mr. Partha Sarathi Basu

For the State:

Mr. Lalit Mohan Mahata
Mr. Ziaul Haque

For the Respondent No. 5:

Ms. Pampa Dey Dhabal
Ms. Sangita Barman

Hearing concluded on:

06.04.2026

Judgment delivered on:

10.04.2026

SUVRA GHOSH, J. :-

1. The ferry ghat namely Ramchandrakhalali was previously leased out by the Zilla Parishad, South (24) Parganas in favour of one Azarul Sardar. The lease period expired on 31st October 2024. The petitioner, by a letter written on 16th December, 2024 requested the Zilla Parishad to take steps for fresh lease of the ferry ghat. The Zilla Parishad, by a resolution taken

on 23rd September, 2024, considered the issue of transfer of the ferry ghat alongwith three other ferry ghats to the Panchayat Samitis. By a subsequent resolution taken on 12th march, 2025, all the four ferry ghats were transferred to the Panchayat Samitis from the financial year 2025-2026 requesting them to lease out the same from 2025-2026 onwards. By a resolution taken on 20th August, 2025, the earlier resolution dated 12th March, 2025 was modified and the ferry ghats except Ramchandraxhali were decided to be taken back by the Zilla Parishad from the Panchayat Samitis. In terms of such resolution, the other three ferry ghats were taken back by the Zilla Parishad. The resolution stated that Ramchandraxhali ferry ghat could not be taken back due to pendency of the present writ petition. This Court fails to understand what prevented the Zilla Parishad from taking back the ferry ghat in question during pendency of the writ petition since it was admittedly transferred to the Panchayat Samity after the writ petition was filed. The initial transfer having been made during pendency of the writ petition, there was no bar in reverting the same subsequently.

2. Learned counsel for the petitioner has submitted that since the ferry ghat was transferred during pendency of the writ petition, legality of the said transfer has been challenged by the petitioner in the application being CAN 1 of 2025. According to learned counsel, even after expiry of the earlier lease on 31st October, 2024, no fresh tender was floated and a third party operator was allowed to operate the ferry ghat illegally resulting in huge loss to the State exchequer. The ferry ghat was transferred without considering the application made by the petitioner for

a fresh lease. Though one of the grounds for transfer was that the ferry ghat was a small ferry ghat, documents reveal that Ramchandrakhalī ferry ghat carries a lease amount of Rs. 17,96,850/- whereas one of the other ferry ghats being Chandipur Masjidbati carries a lease amount of Rs. 72,000/-. Therefore Ramchandrakhalī ferry ghat cannot be termed as a small ferry ghat. The said ferry ghat has been leased out by Panchayat Samity at a much lower lease rent than could be fetched by the Zilla Parishad, resulting in revenue loss.

3. Learned counsel has placed reliance on a judgment in Ranjit Kumar Halder v/s. State of West Bengal and Others delivered by an Hon'ble Division Bench of this Court in CPAN 1424 of 2003 in WPST No. 612 of 2003 in support of his contention.
4. Learned counsel for the added respondent has submitted that the ferry ghat in question was leased out to the added respondent by the Panchayat Samity and is being operated by him under the Jaladhara scheme in terms of the notification issued by the Transport Department, Government of West Bengal on 28th January, 2020. The scheme mandates issuance of tender for a minimum period of three years with the condition that the boats are to be maintained properly as per standard operating procedure. Return of the ferry ghat to the Zilla Parishad and cancellation of the lease granted to the added respondent shall cause immense prejudice to him.
5. I have considered the rival contention of the parties and material on record.

6. It is not in dispute that Ramchandrankhali ferry ghat is operating under Jaladhara scheme in terms of the notification dated 28th January, 2020. The earlier lease in favour of Azarul Sardar from 1st November, 2021 to 31st October, 2024 was also granted under the said scheme. It is also a fact that pursuant to transfer of the ferry ghat to the Panchayat Samity, Basanti Panchayat Samity invited open auction in terms of the memo issued by the Secretary, Zilla Parishad and the added respondent being the highest bidder, was granted lease for the period 1st May, 2025 to 30th April, 2028. By a memo dated 28th January, 2026, the Secretary, Zilla Parishad requested the Block Development Officer not to lease out the other three ferry ghats from the financial year 2026-2027 since these ferry ghats would be leased out by the Zilla Parishad after taking them back. No such restriction was admittedly imposed upon Ramchandrankhali ferry ghat as return of the same was not contemplated. The added respondent is presently operating the ferry ghat.
7. In the writ petition, the petitioner initially sought a direction upon the respondent authorities to take steps to initiate fresh tender process in respect of Ramchandrankhali ferry ghat and prohibit the illegal operators from operating the same. Notice of the writ petition was served upon the respondents on 6th January, 2025. Though transfer of the ferry ghat was contemplated by the Zilla Parishad by the resolution dated 23rd September, 2024, it was fructified by a resolution taken on 12th March, 2025 i.e., after receipt of notice of the writ petition. Therefore it can be inferred that the transfer was hurriedly effected after having knowledge of the writ petition.

8. At this juncture, this Court is inclined to refer to the authority in *Ranjit Kumar Halder (supra)*, which deals with a situation where the respondent, upon getting notice from the petitioner that an injunction petition will be moved before the Court, hurries up things in an effort to circumvent the impending Court proceedings or rushes to overreach the Court by anticipating its order with a view to stealing a march over the opponent. In the said case, after receipt of notice of injunction, the defendant employed extra men who worked overtime and ran up the wall up to 39 ft. from the ground. The Hon'ble Division Bench referred to a decision of the Chancery Division rendered in *Daniel v/s. Ferguson* reported in (1891) 2 Chancery Division 27 wherein the wall was directed to be pulled down.
9. In the case in hand, it is evident that the ferry ghat was transferred by the Zilla Parishad to the Panchayat Samity despite having notice of the writ petition. Also, though the ferry ghat has been termed as a small ferry ghat, the lease amount attached to the ferry ghat does not support such claim. The ferry ghat has been leased out by the Panchayat Samity at a much lower lease rent than could be fetched by the Zilla Parishad. The ferry ghat is similarly placed with the other three ferry ghats which have been reverted to the Zilla Parishad and pendency of the writ petition cannot be considered as a ground for distinguishing the same from the others. The transfer made during pendency of the writ petition is an effort to circumvent the Court proceedings and amounts to defiance of the order of the Court and therefore, cannot be sustained. The transfer being devoid of any legal sanction, all subsequent acts pursuant thereto including the lease granted to the added respondent are illegal and cannot continue.

10. In view of the above, the Additional Executive Officer cum the Additional District Magistrate, South (24) Parganas, Zilla Parishad, being the 4th respondent herein, is directed to take back the ferry ghat namely Ramchandraxhali ferry ghat from the Panchayat Samity within two weeks from date and float a fresh tender for operating the same within one week thereafter. Since the ferry ghat falls within the Jaladhara scheme, the tender shall be floated in terms of the notification dated 28th January, 2020. The added respondent shall be at liberty to participate in the said tender.
11. Since the added respondent participated in the tender floated by the Panchayat Samity and has been operating the ferry ghat upon being the highest bidder and depositing the requisite bid amount, he shall be at liberty to take necessary steps in accordance with law, in the event he is aggrieved by the act of the Panchayat Samity.
12. The added respondent shall continue to operate the ferry ghat being Ramchandraxhali ferry ghat till a fresh tender notice is floated.
13. With the above observation and direction, the writ petition being WPA 298 of 2025 is disposed of.
14. The connected application being CAN 1 of 2025 is also disposed of.
15. There shall however be no order as to costs.

16. Since no affidavit is invited, the allegations contained in the writ petition are deemed not to have been admitted.
17. Urgent certified website copies of this judgment, if applied for, be supplied to the parties expeditiously on compliance with the usual formalities.

(Suvra Ghosh, J)