

26.02.2026  
Item No.10  
Court No.15  
CHC

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

**WPA 320 of 2026**  
**IA NO: CAN/1/2026**  
**CAN/2/2026**

**Azharul Haque Sardar**  
**Vs.**  
**The State of West Bengal & Ors.**

Mr. Surajit Samanta, Advocate  
Ms. Sohini Samanta, Advocate  
...for the petitioner

Ms. Jhuma Chakraborty, Ld. Sr. Govt. Advocate  
Mr. Asish Dutta, Advocate  
...for the State

Mr. Tapash Kr. Mondal, Advocate  
Mr. Partha Sarathi Basu, Advocate  
....for the South 24 Parganas Zilla Parishad

Ms. Pampa Dey (Dhabal), Advocate  
Ms. Sangita Banerjee, Advocate  
Mr. Biswarup Chatterjee, Advocate  
Ms. Sarbani Dutta, Advocate  
...for the addition of party

The petitioner was granted a lease for the operation of the ferry ghat known as Satyanarayanpur–Jyotishpur Ferry Ghat for a period of three years commencing on 16 August 2024. The petitioner alleges that, without any justifiable reason, he was prevented from continuing the operation of the said ferry ghat. It is contended that certain miscreants forcibly took possession of the ferry ghat and dispossessed him on and from 15 December 2025. Aggrieved by the

alleged inaction and conduct of the respondent authorities, the petitioner has filed the present writ petition seeking restoration of possession of the ferry ghat and permission to operate the same for the remainder of the lease period.

It is further submitted that the petitioner made a representation before the competent authority seeking remission of lease rentals in terms of Rule 29(10) of the West Bengal Panchayat (Zilla Parishad and Panchayat Samity) Accounts and Financial Rules, 2003. Such representation has not yet been considered by the authority concerned. Learned counsel appearing on behalf of the petitioner submits that, although the petitioner's lease was never formally terminated, the Zilla Parishad floated tenders on two occasions inviting bids for a fresh lease of the ferry ghat. However, the tender process could not be concluded due to the absence of any participants.

On behalf of the Zilla Parishad, it is submitted that the petitioner defaulted in payment of lease rentals after the first year of the lease period. Owing to such default, the Zilla Parishad issued repeated demand notices seeking payment of the outstanding lease rentals. Despite such demands, the petitioner failed to liquidate the arrears. It is further submitted that, upon clearance of the outstanding dues, the operation of the ferry ghat may be re-entrusted to the petitioner in terms of the subsisting lease agreement.

An application for addition of party has been filed on behalf of one Islam Molla, who claims to represent the local

villagers. It is submitted therein that, due to the failure of the writ petitioner to operate the ferry ghat, the local residents suffered considerable hardship. School-going children were unable to attend their schools, which prompted the villagers to request the Panchayat Pradhan to make a stopgap arrangement. Consequently, respondent no. 8 was entrusted with the temporary responsibility of operating the ferry ghat. It is stated that respondent no. 8 has been collecting fares from passengers and depositing the same with the Panchayat Pradhan, who in turn has remitted the amounts to the Zilla Parishad.

Upon consideration of the submissions advanced, I am of the view that the Zilla Parishad did not terminate the petitioner's lease despite the alleged default in payment of lease rentals. So long as the contract with the petitioner remains subsisting, the Zilla Parishad ought not to have issued fresh tenders or permitted a stopgap arrangement, as alleged in the application for addition of party.

In view of the foregoing, the writ petition is disposed of with the following directions:

The Zilla Parishad shall convene a hearing within seven days from the date of this order for the purpose of determining the outstanding lease rentals payable by the petitioner.

After affording an opportunity of hearing to the petitioner and considering his prayer for remission of lease rentals, the Zilla Parishad shall determine the outstanding

dues. Such exercise shall be completed within ten days from the date of commencement of the hearing.

The petitioner shall be permitted to operate the ferry ghat for the remainder of the lease period upon payment of 50% of the amount so determined within 48 hours from the date of such determination.

The balance outstanding dues shall be paid by the petitioner in suitable instalments, as may be determined by the Zilla Parishad.

It is clarified that the petitioner's right to operate the ferry ghat shall remain subject to strict compliance with the payment terms stipulated herein.

In view of the above directions, no separate order is required to be passed in the application for addition of party. Accordingly, CAN/2/2026 is disposed of. CAN/1/2026 is also disposed of. Consequently, **WPA 320 of 2026** stands **disposed of**.

Urgent certified website copies of this order, if applied for, be made available to the parties upon compliance with the requisite formalities.

**(Kausik Chanda, J.)**