

23.03.2026
Court No. 12
Item No. 23
Sandip/GC

IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE

M.A.T. 454 of 2026
IA No : CAN 1 of 2026

Masibul Hassan
-Versus-

The State of West Bengal & Ors.

Mr. P. S. Deb Barman,
Mr. Srikanta Datta,
Ms. Aditi Chakraborty
.....for the appellant

Mr. S. Bandopadhyay,
Ms. Deboleena Ghosh
....for the State.

Mr. Sakya Sen, Sr. Adv.,
Mr. Sunil Kr. Gupta,
Mr. Hasibul Islam
....for the respondent nos. 2-5.

Mr. Mrityunjoy Chatterjee,
Mr. Manas Das
Mr. S. Chakraborty
....for the intervenor.

1) The appellant is aggrieved by the judgment and order dated March 5, 2026 passed by the learned single Judge in W.P.A. 1134 of 2026. The appellant is aggrieved on the ground that the learned single Judge did not take into consideration that the decision to reduce the tenure of the lease to operate the ferry ghat to one year as per the communication dated April 23, 2025, was not taken by the appropriate authority. Unless there was decision of the Zilla Parisad at a meeting convened according to law, such decision could not be implemented. It is urged that, the learned Judge failed to appreciate that execution of the agreement was the obligation

on the part of the Zila Parishad and not the appellant. Moreover, the question of furnishing bank guarantee did not arise, as the agreement had not been executed. The delay in furnishing the bank guarantee could not be attributed to the appellant.

2) Mr. Deb Barman, learned advocate for the appellant relied upon the communication of the Additional Executive Officer Murshidabad Zilla Parishad dated November 18, 2024, i.e, the Letter of Acceptance (LOA) in support of his contention that, the bank guarantee had to be furnished simultaneously with the execution of the agreement. Thus, it is urged that it was the duty of the Zilla Parishad to prepare the agreement and take steps for execution thereof. It is next submitted that the communication dated April 23, 2025 made by the Secretary, Murshidabad Zilla Parishad, thereby, reducing the tenure of the lease to one year was unauthorized and issued in excess of jurisdiction by the Secretary of the Zilla Parishad. It is prayed that the auction notice which was published on January 6, 2026 should be set aside and consequences should follow as there was no subsisting order of cancellation or termination of the three years lease, granted to the petitioner.

3) Mr. Sakya Sen, learned senior advocate submits that the question of lack of jurisdiction of the secretary who had communicated the reduction of the tenure of the lease was not raised in the writ petition. Secondly, the Zilla Parishad did not get any opportunity to produce the decision adopted in the meeting with regard to reduction of the tenure of the lease. Thirdly, the appellant admitted that he was liable to

furnish the bank guarantee and himself requested three months time to comply with such requirement. Even thereafter, upon extension being granted, the bank guarantee was not furnished. It is further submitted that the execution of the agreement and furnishing of the bank guarantee were not simultaneous acts, as would be evident from the LOA dated November 18, 2024.

4) Learned advocate for the intervenor appears, but we are not inclined to hear him as the Zilla Parisad has already furnished a document before this Court dated March 10, 2026 which indicates that a letter of acceptance has been awarded to the highest bidder after the auction was held vide the notice dated January 6, 2026. The lease rent of Rs. 60,02,828/- was offered and accepted, which is almost three times the value at which the petitioner had been declared the highest bidder.

5) The learned single Judge held that the letter of acceptance was conditional. The conditions being, execution of the agreement and furnishing of the bank guarantee. The learned single Judge further found that the reduction of the tenure to one year by the communication dated April 23, 2025, was never challenged at the appropriate stage. The petitioner acquiesced to such reduction and continued to operate the ferry ghat during the curtailed tenure. The tenure expired on December 18, 2025. As a stop-gap arrangement and to ensure that the public utility services would not be disrupted pending fresh settlement of ferry ghat, such temporary arrangement was extended. His Lordship, upon

taking into consideration the fact that the operation of the ferry ghat was a public service and the Zilla Parisad was entrusted with the responsibility of managing the same in order to protect the public interest and to maximize the revenue, dismissed the writ petitioner. The bank guarantee to be furnished would be for an amount equivalent to the third year's lease rent. His Lordship was of the view that, while exercising power under Article 226 of the Constitution of India, the Court should not normally interfere with the decisions relating to contractual matters, unless such decisions were vitiated by arbitrariness, mala fide or violation of statutory provisions.

6) His Lordship held that the letter of acceptance clearly indicated that the lease was granted on temporary basis subject to fulfillment of certain conditions. Those conditions had not been fulfilled. His Lordship held that there was no concluded contract for a period of three years, between the appellant and Murshidabad Zilla Parisad owing to non-fulfillment of certain mandatory conditions, namely, submission of the stipulated bank guarantee within the stipulated period and execution of the agreement.

7) Some important issues are discussed below:-

(a) The letter of acceptance dated November 18, 2025 clearly mentioned that the temporary lease rent for Balia Shyampur Ferry Ghat under Lalgola and Sagardighi Block, District – Murshidabad had been offered to the appellant, subject to fulfillment of certain conditions. Such conditions were not fulfilled.

(b) The permission for temporary lease was for a period of three years from the date of execution of an agreement at a costs of Rs. 26,74,828/- for the first year and for the next two years, the lease amount would have to be deposited periodically by increasing 10% per year on the offered rate. Admittedly the period of three years would run from the date of execution of the agreement as per the terms of the LOA.

(c) The appellant was requested to deposit the full value of the offered rate, that is, Rs. 26,74,828/- by bank draft in favour of the Additional Executive Officer, Murshidabad Zilla Parisad payable at Berhampore. The appellant was required to purchase and furnish additional copy of agreement by depositing Rs. 1,293/- to the Parisad and execute an agreement on a Non-Judicial Stamp Paper of Rs. 10/- only, within 15 days from the date of issue of the letter, failing which the auction would be treated as cancelled and legal action would be taken against the petitioner. It was stated that, the earnest money deposited by the petitioner would also stand forfeited by the Parisad.

(d) A Bank Guarantee of Rs. 32,36,540/- was to be submitted along with the agreement copy. The validity of the bank guarantee should be for a period of two years six months. Thus, the letter of acceptance was subject to fulfillment of all the above conditions. Apart from deposit of the bank draft, no other condition was fulfilled by the appellant.

(e) Further, the work order was issued on December 12, 2024 and the same terms and conditions as in the LOA were reiterated. By a letter dated December 17, 2024, the appellant prayed for extension of time to furnish the bank guarantee within three months. By a letter dated January 3, 2025, time to furnish the bank guarantee extended up to March 19, 2025. On 17th March, 2025, again the appellant prayed for extension of further three months. By a communication dated April 23, 2025, the Secretary, Zilla Parishad stated that in view of the failure of the appellant to furnish the bank guarantee, the work order was being modified to change the tenure of the lease of Ferry Ghat from 19th December, 2024 to 18th December, 2025. The other terms and conditions of the work order would remain constant.

(f) The learned Judge rightly held that such decision was never challenged. The appellant accepted such reduction of tenure and operated the ferry ghat upto December 2025. The authority of the Secretary to communicate this decision of the Zilla Parishad was also not an issue in the writ petition. Thus, the scope of the appeal cannot be expanded beyond what was pleaded in the writ petition. Finally, it appears that the auction has been held and the letter of acceptance has been given to a third party and the price fetched by the Zilla Parishad is way above what was offered by the petitioner. Thus, the Zilla Parishad has not caused any loss of revenue to the public body. The question of termination of the lease does not arise as there was no formal agreement and the appellant had been warned that non-

compliance of the conditions would result in cancellation of the auction.

8) The appellant does not have any legal right to challenge the subsequent auction.

9) Under such circumstances, there is no reason to interfere with the order impugned.

10) Accordingly, the appeal and the connected application are dismissed.

11) There shall be no order as to costs.

12) Parties are to act on the server copy of this order.

(Shampa Sarkar, J.)

(Ajay Kumar Gupta, J.)