

02.07.2026
Item No.09
Ct. No. 19
RP/PG

WPA/14220/2026

SK KARIM

VS

THE STATE OF WEST BENGAL AND ORS.

Mr. Sukanta Chakrabarty
Mr. Soumya Kanti Sinha
Ms. Suprana Das
Mr. Anindya Halder
... For the Petitioner
Mr. Nilanjan Bhattacharjee, Sr. Standing Counsel
Ms. Jayita Dhar Chakraborty
Mr. Joy Ranjan Dhur
... For State
Mr. Sanjay Saha
Mr. Raju Mondal
... For Respondent Nos.3 & 4

1. The petitioner, the respondent/State and the respondent nos.3 & 4 i.e. West Bengal Mineral Development and Trading Corporation Limited ('Corporation' in short) and its instrumentalities are represented by their respective learned counsel.

2. By filing the instant writ petition the writ petitioner has prayed for issuance of appropriate writ or writs against the respondent authorities, more specifically, against the respondent no.2 authority commanding him to take appropriate steps to set aside/cancel/recall the notification dated 18.06.2026, a copy of which has been annexed at page no.202 of the instant writ petition, issuance of appropriate writ or writs against the respondent nos. 7 & 9 authorities to

execute a registered deed of lease in favour of the writ petitioner for excavation of sand from the sand block being MGB-125, 5 Hectres or 12.35 acre, Plot No.1(P), Mouza-Satma, JL No.10 under P.S. Gopiballavpur, District-Jhargram alongwith other ancillary reliefs.

3. At the time of hearing Mr. Chakrabarty, learned counsel appearing for the petitioner submits before this Court that pursuant to a Notice Inviting E-Auction ('N.I.E' in short) for sand mining blocks, a copy of which has been annexed at page no.51, the writ petitioner participated in the said e-auction process, wherein the writ petitioner was found to be a successful bidder. It is further submitted by Mr. Chakrabarty that from page 66 of the instant writ petition, being part of the said N.I.E, it would reveal that in the said N.I.E it has been clearly indicated that in the mining lease area i.e. MGB-125 a total mineral reserves are as under:

*"1.Geological Reserve in cum :150000
Cum/year*

*2.Permissible/Minerable reserve in
cum:24862.5*

*3.Production/replacement of sand in Cum
per year: 24862.5 Cum"*

4. Drawing attention to page no.69 of the instant writ petition it is further submitted by Mr.

Chakrabarty that pursuant to the memo dated 16.01.2019 the writ petitioner, being a successful bidder, deposited the first installment of the bid amount and on such deposit, the respondent no.9 authority executed a Letter of Intent ('L.O.I' in short) dated 6.2.2019 in respect of the mining lease area, being sand block MGB-125.

05. It is further submitted by Mr. Chakrabarty that from page nos.72-145 of the instant writ petition, it would reveal that after receipt of L.O.I., the writ petitioner submitted a modified mining plan including the mining closure plan for the aforementioned reserve bed mining area, which has also been approved by the respondent authorities.

06. It is submitted further by Mr. Chakrabarty that from the said modified mining plan, it would reveal further that it has been indicated that for the total period of 5 years lease, the total mineral reserve is 368039.10 cubic meter. It is further submitted that from page no.161 of the instant writ petition it would reveal further that the appropriate authority being SEIAA, has also issued clearance certificate in favour of the writ petitioner for carrying out the mining operation. It is further contended that soon thereafter the writ petitioner deposited the balance amount with

the respondent no.1 authority and has also submitted two bank guarantees.

07. It is, thus, submitted by Mr. Chakrabarty that despite compliance of all formalities of N.I.E wherein the writ petitioner was found to be a successful bidder, the respondent no.6 authority sat tight over the matter and did not execute the deed of lease in favour of the writ petitioner, being the successful bidder, under Rule 10(4) of the West Bengal Minor Minerals (Auction) Rules 2016 ('Rules 2016' in short) and the respondent authorities are duty bound to execute the mining lease within thirty days from the date of completion of all the conditions as specified in Chapter III and V of the Rules of 2016. It is further argued by Mr. Chakrabarty that finding no other alternative the writ petitioner submitted a representation dated 12.2.2026 with the respondent authorities requesting them to take appropriate steps for execution of the deed of lease but in vain.

08. At this juncture Mr. Chakrabarty draws further attention of this Court to the impugned notification dated 18.6.2026. It is submitted that all on a sudden, the respondent no.1 authority, which is not an appropriate authority within the meaning of Section 2(h) of the Rules

of 2016, has issued the impugned notification, whereby a wrongful venture has been made by the respondent/State to realize from the successful bidder an amount beyond the quoted amount of the bid. It is submitted by Mr. Chakrabarty that in the N.I.E dated 19.12.2018 there was no clause for realization of the excess amount from the successful bidder except the bid amount and, therefore, the writ petitioner is not at all, liable to pay any excess amount in respect of the mining area i.e. MGB-125. It is, thus, submitted by Mr. Chakrabarty that the respondent no.6 authority may be directed to execute a registered deed of lease in favour of the writ petitioner for executing sand mining in respect of MGB-125 without insisting upon any further payment.

09. *Per contra:* Mr. Saha, learned counsel appearing on behalf of the respondent Corporation has also placed his reliance upon the said N.I.E. Drawing attention to page no.66 of the instant writ petition it is submitted by Mr. Saha that at the time of issuance of N.I.E dated 19.12.2018 the total mineral reserves were as follows :-

*“1.Geological Reserve in cum :150000 Cum/year.
2.Permissible/Minerable reserve in cum:24862.5.*

3.Production/replacement of sand in Cum per year: 24862.5 Cum.”

10. In his next limb of submission Mr. Saha took me to the modified approved mining plan. It is submitted that from the page 102, being a part of the said modified plan, it would reveal that in course of time the total Geological reserves have been increased to a great extent, as has been indicated therein, which is also quoted hereinbelow :-

“ Geological Resource of Gopiballavpur-1 Sand Block MGB-125:

Year	Total volume of the Area	Replenishment Rate (%)	Geological Resource (Cum)
1	1,12,500	100	1,12,500
2	1,12,500	73.67	82,878.75
3	1,12,500	73.67	82,878.75
4	1,12,500	73.67	82,878.75
5	1,12,500	73.67	82,878.75
Total Geological Resource			4,44,015

.....”

11. It is, thus, submitted Mr. Saha that prior to floating an N.I.E , bid amount was calculated on the basis of the then total minable mineral reserve. It is submitted that in between the year 2018 and 2023 the geological resource has been increased to a great extent i.e. from 24,862.5 cubic meter per year to 4,44,015 cubic meter in 5 years [1,12,500 cubic meter in first year and 82,878.75 cubic meter in subsequent four years]. It is, thus, submitted by Mr. Saha that on

account of enhancement of geological reserves in the bid area i.e. MGB-125 the writ petitioner is duty bound to pay the excess amount pursuant to the notification dated 18.06.2026.

12. It is further submitted by Mr. Saha that the impugned notification dated 18.06.2026 has been issued by the respondent/State keeping in mind that no loss occurred in public exchequer on account of excess amount of extraction as would be done by the successful bidder i.e. the writ petitioner herein..

13. Mr. Saha, thus, submits that this is a fit case for dismissal of the instant writ petition.

14. Mr. Bhattacharjee, learned senior advocate appearing for the respondent/State supports the contention of Mr. Saha.

15. On careful perusal of the entire materials, as placed before this Court and after giving the due consideration over the submissions of the learned advocates for the contending parties, it appears to this Court that it is not in dispute that the writ petitioner was found to be successful for the N.I.E. dated 19.12.2018. It goes without saying that the writ petitioner has deposited the entire bid amount in the meantime. It further goes without saying that the writ petitioner has completed all the

formalities for extraction of sand from the mining area i.e. MGB-125 area.

16. As rightly pointed out by Mr. Chakraborty that in terms of rule 10 of the Rules of 2016, the respondent no. 6 authority is duty bound to execute the registered deed of lease within 30 days from the date of completion of the conditions, as mentioned in the said rule. Materials have been placed before this Court that the writ petitioner has also furnished two numbers of bank guarantees with the respondent no. 6 authority and despite submission of the representation dated 12.06.2026, the respondent no. 7 authority has not executed the registered deed of lease for extraction of sand and/or for carrying out the sand mining activity in MGB-125.

17. At this juncture, the moot question arises for consideration before this Court is as to whether the respondent no. 2 authority's notification dated 18.06.2026 can stand in the way of executing the registered deed of lease in favour of the writ petitioner being a successful bidder in respect of MGB-125.

18. As rightly argued by Mr. Saha that the NIE concerned was executed in the year 2018 and at that time total mineral reserve was 24,862.5

cubic metre per year whereas during the passage of time, the mineral reserve has been increased to a great extent i.e. to the extent 4,44,015 cubic meter for 05 years, the break-up per year has been mentioned in the foregoing paragraphs.

19. On careful perusal of the impugned notification dated 18.06.2026, it appears that the endeavour of the respondent no. 1 authority is to secure public exchequer and also to secure that that no loss occurred in respect of public exchequer on account of excess extraction from the leased out sand blocks.

20. In view of such, it cannot be said that the impugned notification dated 18.06.2026 is *de hors* the law.

21. At this juncture, the question arises as to whether on account of issuance of the notification dated 18.06.2026, the respondent no. 7 authority can, at all, insist the writ petitioner to pay the excess amount prior to execution of the registered deed of lease. In considered view of this Court, the respondent no. 7 authority is bound by its terms and conditions, as mentioned in N.I.E. dated 19.12.2018 vis-a-vis the L.O.I. dated 06.02.2019. At the same time the writ petitioner is also bound by the terms and conditions of the

N.I.E. dated 19.12.2018 and L.O.I. dated 06.02.2019, wherein the writ petitioner's permissible limit for extraction of sand from MGB-125 is 24,862.5 cubic metre per year.

22. In view of such, this Court, while disposing the instant writ petition, directs the writ petitioner to submit an undertaking in writing before the respondent no. 7 authority that he would not extract more than 24,862.5 cubic metre per year during the entire period of lease i.e. for 05 years along with an indemnity bond that in the event any excess amount of sand is extracted from the leased out area, he will pay excess amount to the respondent No.7 authority as would be charged by the respondent No.7 authority in accordance with Law.

23. In the event such undertaking and indemnity bond are submitted by the writ petitioner with the respondent no. 7 authority, the respondent no. 7 and/or respondent no.9 authority shall execute a registered deed of lease in respect of MGB-125 area positively within 15 working days from the date of submission of such undertaking and the indemnity bond.

24. It is, however, made clear that in the event the writ petitioner intends to extract more amount of sand from MGB-125 area, as

mentioned in N.I.E. dated 19.12.2018 and/or in the event the writ petitioner intends to extract the excess amount of sand, as has been mentioned in the modified mining plan, more specifically in page no. 102 of the instant writ petition, the respondent no. 7 and respondent no. 9 authority can very well demand excess amount in terms of the notification dated 18.06.2026 and in the event such excess amount has not been paid, the respondent no. 7 and respondent no. 9 authority shall have every authority to take appropriate steps for stoppage of mining activity by the writ petitioner and/or to take appropriate steps in accordance with Law.

25. With the aforesaid observations/directions, the instant writ petition is disposed of.

26. Urgent photostat certified copy of this order, if applied for, be furnished to the parties expeditiously upon compliance of all legal formalities.

(PARTHA SARATHI SEN, J.)