

02.07.2026

Item No.10

Ct. No.19

KS

W.P.A. 14231 of 2026

Raju Mandal

Vs.

The State of West Bengal & Ors.

Mr. Sukanta Chakraborty

Mr. Soumya Kanti Sinha

Ms. Suparna Das

Mr. Anindya Halder

..... For the Petitioner

Mr. Nilanjan Bhattacharjee

Ms. Joyita Dhar Chakraborty

Mr. Saikat Dey

.....For the State

Mr. Sanjay Saha

Mr. Raju Mondal

.....For the Respondent Nos.3 & 4

1. The writ petitioner, the respondent/State and the respondent/West Bengal Mineral Development & Trading Corporation Limited ('Corporation', in short) are represented by their respective learned counsel.
2. By filing the instant writ petition, the writ petitioner has prayed for issuance of appropriate Writ/Writs against the respondent authorities, more specifically, against the respondent no.2 authority commanding him to set aside/ cancel /recall the Notification being No.342-ICE (DMM) - 12011 (99)/9/2021 - MINES

SEC-Dept. of ICE dated 18.06.2026, a copy of which has been annexed at page no.304 of the instant writ petition, commanding the respondent nos.7 and 9 authorities to issue excavation permit/challan for excavation of sand from the sand block being, MGB – 99, 5 Hectres or 12.35 acre, Plot No.159 (P), Mouza – Kharipara, J.L. No.251 within Gopiballavpur Developmental Block, P.S. – Gopiballavpur bearing Action ID – 2018 – WB - 1107, District : Jhargram in the quantities as mentioned in the District Survey Report, approved mining plan, environmental clearance & lease deed dated 28-11-2025.

3. At the time of hearing, Mr. Chakraborty, learned counsel appearing on behalf of the writ petitioner submits before this Court that the present writ petitioner is found to be a successful bidder in connection with one Notice for Inviting e Auction (for short, 'NIE') dated 13.09.2018 in respect of mining lease area being MGB – 85.
4. It is submitted that soon thereafter, the writ petitioner complied with all the formalities regarding 1/3rd payment of the successful bid amount and consequently, one Letter of Intent (for short, 'LoI') dated 30.11.2018 was issued by the respondent no.9 authority in respect of the sand block MGB-99.
5. It is further submitted by Mr. Chakraborty that thereafter the writ petitioner got approval of modified mining plan and also

obtained Environmental Clearance from the competent authority i.e. SEIAA, West Bengal, a copy of which has been annexed at page 220 of the instant writ petition.

6. It is submitted that from the environmental clearance dated 23.04.2025, it would reveal that total minerable reserve per cubic meter in MGB-99 having project area 4.57 Hectare is as under:-

Year	Total volume inside 7.5m berm after maintaining 45'	Replenishment rate %	Mineral reserve (cu.m)	Annual Production (cu.m)
1	94936	100	94936	94936
2	94936	73.67	69939.3512	69939.3512
3	94936	73.67	69939.3512	69939.3512
4	94936	73.67	69939.3512	69939.3512
5	94936	73.67	69939.3512	69939.3512
	Total Minerable Reserve (cu.m)		374693.405	374693.405

7. It is further submitted that upon submission of the said Environmental Clearance dated 23.04.2025, the writ petitioner duly paid all the dues to the respondent no.7 authority and thereafter a

registered Deed of Lease dated 28.11.2025 has been executed by and between the writ petitioner and the respondent no.7 authority for excavation of sand in respect of sand block no.MGB – 99 comprising an area of 4.57 Hectare.

8. It is submitted by Mr. Chakraborty that from Clause 3(b) of the said registered Deed of Lease dated 20.11.2025(at page no.253 writ petition) it would reveal that the lessor i.e. the respondent no.7 authority clearly indicated the following:-

*“(b) The lessee shall extract and dispatch **Sand** minimum – 94,936 **Cum in the first year and 69,939.3512 Cum per year in the rest four years** from the leasehold area.”*

9. It is submitted by Mr. Chakraborty that all on a sudden, the respondent no.1 authority published a Notification dated 18.06.2026, which is impugned in the writ petition and on the strength of the said Notification, respondent nos.3, 7 and 9 authorities are withholding the excavation permits/challan for excavation of sand from the sand block being, MGB – 99 despite execution of the Deed of Lease and payment of the premium amount and other dues.

10. It is, thus, submitted by Mr. Chakraborty that the said Deed of Lease was executed on 28.11.205 whereas the impugned Notification was published

18.06.2026 and thus, on the strength of a subsequent Notification, the respondent authorities cannot withhold the execution permit/challan. It is, thus, submitted by Mr. Chakraborty that it is a fit case for granting relief/reliefs to the writ petitioner in terms of the prayers made in the instant writ petition.

11. Per contra, Mr. Saha, learned counsel appearing on behalf of the respondent/Corporation in course of his submission places his reliance on Clause – 5 of the impugned Notification dated 18.06.2026, which is reproduced hereinbelow in verbatim:-

“5. In cases where the lease agreement has already been executed after the introduction of the New Sand Mining Policy, 2021, and the validity of the sand block still subsists, the proportionate amount shall be realized within six months from the date of issuance of this order.”

12. It is submitted by Mr. Saha that Clause – 5 of the aforementioned Notification clearly indicates that where the lease agreement has already been executed after introduction of the West Bengal Sand (Mining, Transportation, Storage and Sale) Rules, 2021 (“Rules, 2021”, in short) and the validity of the sand block still subsists the proportionate amount would be realized within six months from the date of issuance of the order.

13. In his next limb of submission, Mr. Saha submits before this Court that in the NIE dated 13.09.2018, the total mineral reserve has been mentioned to the extent of 24,862.5 cubic meter whereas in the environmental clearance report, the total minerable reserve has been increased substantially as has been indicated in the tabular format in the preceding paragraph.
14. It is, thus, submitted by Mr. Saha that on account of increasement of total minerable reserve, the respondent/State has every authority to realize the proportionate amount from the successful bidder.
15. Mr. Bhattacharya, learned senior counsel appearing on behalf of the respondent/State supports the contention of Mr. Saha.
16. On careful perusal of the entire materials, as placed before this Court and after hearing the learned counsel for the contending parties, it appears that it is undisputed that the writ petitioner is found to be successful bidder in respect of MGB- 99 in connection with NIE dated 13.09.2018.
17. It is equally undisputed that soon thereafter LoI has been issued in favour of the writ petitioner upon deposit of the requisite amount and upon furnishing District Survey Report and the EC report, the writ petitioner duly paid the entire bid amount and also complied with other formalities and accordingly, the

respondent no.7 authority has executed a registered Deed of Mining Lease dated 28.11.2025 in favour of the writ petitioner in respect of sand mining block being, MGB – 99.

18. At this juncture, if I look to the clause 3(b) Part-VII of the aforesaid lease deed and also to page 2 of the environmental clearance 23.04.2025 it reveals that the writ petitioner/ lessee has been permitted to extract sand to the extent mentioned therein particulars of which has already been quoted in paragraph 6 of this judgement.

19. In view of such, this Court has no other alternative but to hold that the respondent authorities, more specifically, respondent no.7 authority cannot claim any further amount from the writ petitioner/lessee in the event, he extracts sand to the extent, as mentioned in Clause 3(b) of Part-VII of the registered Deed of Lease dated 28.11.2025 since the said quantum perfectly matches with the total minerable reserve as indicated in the EC report dated 23.04.2025.

20. On being asked by this Court, Mr. Saha, learned counsel could not show any provision of Law or Rules, more specifically from the Rules of 2021 that after execution of the registered Deed of Lease, the respondent no.7 authority can demand any further amount from the lessee in the event the excavation of remains within the agreed limit.

21. In view of the discussion made hereinabove, the instant writ petition succeeds and is hereby allowed.
22. Consequently, the respondent no.3 authority is directed to issue excavation permit/challan for excavation of sand from the sand block being, MGB – 99, 5 Hectres or 12.35 acre, Plot No.159 (P), Mouza – Kharipara, J.L. No.251 within Gopiballavpur Developmental Block, P.S. – Gopiballavpur bearing Action ID – 2018 – WB - 1107, District : Jhargram in respect of environmental clearance dated 23.04.2025 & the lease deed dated 28-11-2025 in favour of the writ petitioner after obtaining necessary compliance from the respondent no.7 authority positively within 10 working days from the date of communication of the server copy of this order without insisting any further payment by the writ petitioner.
23. The time limit, as fixed by this Court, is peremptory and mandatory.
24. Liberty is given to the learned counsel on record for the writ petition to communicate the server copy of this order to the respondent nos.3, 4, 7 and 9 authorities, who are directed to act on the server copy of this order.
25. Before parting with, it is, however, made clear that in the event, the writ petitioner is found to be excavated more amount of minor minerals i.e. the sand as have been mentioned in the said registered Lease of Deed, the respondent authorities

are at liberty to take appropriate legal action, in accordance with law.

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.)