

A. 119
22.04.2026
Court No.19
BP

WPA 16987 of 2025

Bikalpa Traders Pvt. Ltd.
-versus-
The State of West Bengal & Ors.

Mr. Piush Chaturvedi, Sr. Advocate
Mr. Mir Anowar
..for the petitioner

Mr. Tapan Kumar Mukherjee, Addl. Govt. Pleader
Ms. Tuli Sinha
..for the State

Affidavit of service filed in Court today is taken on record.

The petitioner participated in an e-auction for grant of mining lease for sand in respect of a sand block in the District of Paschim Bardhaman and was declared as the highest bidder. A Letter of Intent (for short LOI) was issued on 20th March, 2017. A long term mining lease was executed on 9th July, 2021 and the same was registered on 3rd August, 2021. Since, according to the petitioner, the possession of the sand block in question was not handed over, the petitioner approached the concerned authorities and the 3rd respondent instructed the 4th respondent to make over possession of the lease hold area to the petitioner by a letter dated 15th December, 2021. A possession certificate was issued by the 4th respondent in favour of the petitioner on 24th January, 2023. Since a

substantial period of time expired on and from the date of registration of the long term lease deed and the delivery of possession of the sand block, the petitioner approached the authorities by letters dated 25th February, 2023 and 1st July, 2024 requesting the authority to change the lease period by mentioning the starting date of the lease to be the date of handing over possession of the lease hold area instead of the date of registration of the lease deed.

Mr. Chaturvedi, learned senior advocate appearing for the petitioner submits that since there was an unreasonable delay on the part of the authorities in handing over possession of the lease hold area to the petitioner, the lease period should have been modified by incorporating the date of handing over possession to be the starting point of the lease period. Mr. Chaturvedi places a reliance upon a deed of declaration dated 27th February, 2025 in support of his contention that the authorities have added the period from the date of registration of the lease period till the date of handing over possession to the existing lease period in respect of one of the lessee namely, Pradip Arora. He submits that the petitioner is similarly circumstanced with Pradip Arora and, therefore, the respondent authorities ought to have allowed the similar benefit to the petitioner. In support of such contention Mr. Chaturvedi places reliance upon Rule 21 of the West Bengal Minor Mineral Concession Rules, 2016. He draws the attention of the Court to the

provisions of sub-section 2, 3, 4 as well as the explanation thereto in support of his contention that in case there is delay in getting the possession of the lease area, the period of delay should be added to the lease period.

Mr. Mukherjee, learned Additional Government Pleader seriously disputes the contention of Mr. Chaturvedi, learned senior advocate for the petitioner.

By referring to Rule 5(2) of the West Bengal Minor Mineral Concession Rules, 2016, Mr. Mukherjee would contend that the period of lease for mining operation in any area shall commence from the date on which duly executed lease deed is registered as per the condition laid down by the rules. Mr. Mukherjee further places reliance upon Rule 10(6) of the West Bengal Minor Mineral (Auction) Rules, 2016 in support of his contention that the date on which duly executed mining lease deed is registered shall be the date of commencement of the mining lease. Mr. Mukherjee concluded by submitting that since the lease deed in question was registered on 3rd August, 2021, the five year period should be calculated with effect from the date of registration i.e. from 3rd August, 2021 and not from the date of issuance of the possession certificate dated 24th January, 2023.

Upon hearing the submissions of the learned advocates for the respective parties and upon going through the relevant provisions of the 2016 Concession Rules and 2016 Auction Rules and it appears to this Court

that several legal as well as factual issues are to be considered for the purpose of arriving at a decision as to whether the period of lease as indicated in the registered lease deed should be modified by changing the date of commencement of the lease period from the date of delivery of possession instead of the date of registration of the lease deed.

Since the petitioner has approached the authorities praying for changing the lease period, this Court refrains from making any observation on the arguments on legal points advanced by the learned senior counsel for the respective parties.

WPA 16987 of 2025 stands disposed of by directing the Additional District Magistrate and District Land and Land Reforms Officer, Paschim Bardhaman being the 3rd respondent to consider the representations of the petitioner dated 25th February, 2023 and 1st July, 2024 and to dispose of the same by passing a reasoned order after affording an opportunity of hearing to the petitioner or his authorized representative and communicate the reasoned order to the petitioner as expeditiously as possible but positively on or before June 12, 2026. It will be open to the petitioner to place reliance upon any notification, the orders of the court and the provisions of the relevant rules in support of his contention and the authorities shall consider the same and pass orders in accordance with law. Before parting, this Court makes it

clear that this Court has not entered into the merits of the claim made by the petitioner in the aforesaid representations and all points are left open to be decided by such authority in accordance with law.

Since the aforesaid representation are addressed to the District Magistrate, Paschim Bardhaman, the 2nd respondent is directed to forward the said representations to the 3rd respondent within a period of two weeks from the receipt of a server copy of this order. In addition thereto the petitioner is directed to communicate a server copy of this order along with the copy of the aforesaid representations to the 3rd respondent.

There shall be however no order as to costs.

Urgent certified photocopy of this order, if applied for, be supplied to the parties expeditiously on compliance of usual legal formalities.

(Hiranmay Bhattacharyya, J.)