

**IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE**

Before:

The Hon'ble Justice Hiranmay Bhattacharyya

**WPA 26723 of 2025
M/s. Bikalpa Traders Private Limited
Vs.
The State of West Bengal & Ors.**

For the petitioner	: Mr. Kushal Chatterjee Mr. A.S. Tarafdar	 Advocates
For the State	: Mr. K.J. Yusuf, AGP Mr. Saurav Chaudhuri	 Advocates
For the Respondent no. 2	: Mr. Sanjay Saha Mr. Raju Mondal	 Advocates
Reserved on	: 09.02.2026	
Judgment on	: 30.04.2026	

Hiranmay Bhattacharyya, J.:-

1. The petitioner has challenged the order of the Divisional Commissioner, Burdwan Division dated 31.07.2025 passed in an Appeal no. 14 of 2025 and the order of the Additional District Magistrate and District Land and Land Reforms Officer, Paschim Burdwan dated 4th February, 2025 in this writ petition and prayed for a direction upon the authorities of West Bengal Mineral Development and Trading Corporation Limited (for short "WBMDTCL") to extend the lease period by 11 months.
2. Petitioner, a private limited company, participated in an e-auction for grant of mining lease vide Notice Inviting Tender dated 01.02.2017. Petitioner was declared as a successful bidder in respect of the sand block within mouza

Birkulti JL No. 15, Plot no. 2065(P) under Police Station Jamuria in the District of Paschim Burdwan. Petitioner claims to have deposited 1/3 of the bid amount and the respondent respondents issued a Letter of Intent dated March 20, 2017 calling upon the petitioner to obtain necessary permissions and clearance for the purpose of execution and registration of the mining lease. Petitioner claims to have paid the remaining bid amount in advance and also complied with the requirements for execution and registration of the mining lease. Thereafter, a long term mining lease was executed on July 9, 2021 for a period of five years for the sand block in question and the same was registered on August 3, 2021. It is the further case of the petitioners that the possession of the sand block in question was handed over to the petitioner only on June 22, 2022. Petitioners submitted several representations before the respondent authorities requesting them to correct the “date of commencement of the lease” and the “lease period end date” in the portal of WBMDTCL by calculating the five year period from the date of delivery of possession. Alleging inaction on the part of the respondent authorities in not communicating their decision inspite of several representations made by the petitioner, a writ petition being WPA No. 29651 of 2024 was filed which was disposed of by a co-ordinate bench by an order dated January 9, 2025 by directing the 5th respondent therein to consider the petitioner’s representation and to pass a reasoned order within the time limit stipulated in the said order after affording an opportunity of hearing.

3. Pursuant to the said order, a misc. case was registered and after conducting a hearing, the Additional District Magistrate and District Land and Land Reforms Officer, Paschim Bardhaman rejected the claim of the petitioner.
4. Being aggrieved by the said order dated 04.02.2025, petitioner preferred an appeal under Rule 51 of the West Bengal Minor Minerals Concession Rules, 2016 (for short “the 2016 Concession Rules”) before the learned Divisional Commissioner Burdwan Division. The appellate authority dismissed the appeal preferred by the petitioner by an order dated 31.07.2025.

5. The Additional District Magistrate and District Land and Land Reforms Officer, Paschim Bardhaman filed a report dated 18th December 2025 and the petitioner filed an exception to the said report.
6. Mr. Chatterjee learned advocate appearing for the petitioner contended that though the lease deed was executed on 9th July, 2025 and registered on 03.08.2021 but there was a delay of about 11 months in handing over possession of the sand block in question to the petitioner. He submitted that such delay is entirely attributable to the respondent authorities for which the petitioner could not commence the activities in terms of the mining lease. He contended that since the reasons for which the petitioner was prevented from commencing the business from the date of registration of the lease cannot be attributable to the petitioner, the petitioner is entitled to extension of the period lost due to the delay in delivery of possession of the sand block in question to the petitioner. In support of such contention, Mr. Chatterjee placed strong reliance upon clause 5 under part IX of the lease deed. He contended that the delay in carrying out the work of demarcation and delivery of possession was beyond the control of the lessee/petitioner herein and such facts would squarely fall within the expression “other happenings which the lessee could not reasonably prevent or control”. He contended that in cases where fulfillment of any terms and conditions of the lease is delayed due to “Force Majeure”, the period of such delay shall have to be added to the period fixed by the lease. In support of such contention Mr. Chatterjee placed reliance upon the decision of co-ordinate benches in ***Swapan Sarkar vs. State of West Bengal and Ors.*** in WPA 14848 of 2021 ; ***Radharaman Construction and Marketing Private Limited and Another vs. State of West Bengal and Ors.*** reported at **2023 SCC Online Cal 4791**, ***JHM Import Export Pvt. Ltd. vs. The State of West Bengal and ors.*** in WPA 11031 of 2025 and ***Pradip Arora vs. State of West Bengal*** in WPA 13654 of 2024.
7. Mr. Chatterjee contended that contractual timelines and commencing clauses must be construed purposively and not mechanically or literally in

order to advance the ends of justice. In support of such contention he placed reliance upon the decision of the Hon'ble Supreme Court in the case of ***Indsil Hydro Power and Manganese Limited vs. State of Kerala and ors.*** reported at **(2020) 16 SCC 276**.

8. Mr. Saha learned advocate appearing for the WBMDTCL seriously disputed the submission made by Mr. Chatterjee. He contended that a mining lease is valid for a period of five years from the date of its registration. He further contended that Rule 5(2) of the 2016 Concession Rule provides that the date of commencement of the period for which a mining lease is granted shall be the date on which the duly executed lease deed is registered as per the conditions laid down by the said rules. He further submitted that Rule 10(6) of the West Bengal Mining Minerals (Auction) Rule 2016 (for short the "2016 Auction Rules") also laid down that the date on which duly executed the mining lease deed is registered shall be date of commencement of the mining lease. He thus submitted that the period of five years shall be computed from the date of registration and not from the date of handing over possession of the sand block to the lessee. He contended that Clause 5 under part IX of the Lease Agreement only restrains the State Government from imposing any penalty if the lessee could not perform its obligations under the lease. Mr. Saha placed reliance upon a judgment of the Hon'ble Division Bench dated November 27, 2025 passed in **MAT 1304 of 2025** with **CAN 2 of 2025** in the case of ***Dilip Mondal vs. The State of West Bengal and ors.*** in support of his contention that the alleged delay in demarcation and delivery of possession does not come within any of the supervening impossibilities or force majeure as contemplated in Clause 5 under part IX of the Lease deed. He, thus, contended that the petitioner is not entitled to extension of the period of lease. He further submitted that the original authority as well as the appellate authority after considering the materials on record assigned cogent reasons in support of the ultimate conclusion.

9. Mr. Saha submitted that in view of the introduction of the Sand Mining Policy, 2021, the State Government has appointed designated Nodal Agency for grant of sand mining leases. He further submitted that such policy also restricted the extension of existing sand mining leases after its expiry.

Heard the learned advocates for the parties and perused the materials placed.

10. A long term mining lease was executed in favour of the petitioner company on July 9, 2021 for a period of five years. The lease deed was registered on August 3, 2021. The possession certificate was issued on June 22, 2022.
11. The petitioner prayed for rectification of the field namely “expiry of LTML” in the centralised portal of WBMDTCL by incorporating the date of expiry of the long term lease as June 21, 2027 by calculating the lease period with effect from the date of delivery of possession.
12. Petitioner alleges that the respondent authorities are responsible for the delay of about 11 months in delivery of possession after the date of registration of the long term mining lease in favour of the petitioner. On the other hand the respondent authorities claim that the petitioner lessee was responsible for the delay in taking delivery of possession of the sand block in question.
13. The short issue that arises for consideration is whether the petitioner is entitled to extension of the period of lease on account of 11 month delay in delivery of possession after the registration of the lease deed.
14. Rule 5(2) of the 2016 Concession Rules provides that the date of commencement of the period for which the mining lease is granted shall be the date on which a duly executed lease deed is registered as per the conditions laid down by 2016 Concession Rules. Rule 10(6) of the 2016 Auction Rules states that the date on which a duly executed mining lease is registered shall be the date of commencement of the mining lease.

15. Upon a conjoint reading of the aforesaid provisions it follows that the commencement of the mining lease period should be the date on which a duly executed mining lease deed is registered.
16. The distinction between “extension” and “renewal” of a lease deed has been succinctly stated by the Hon’ble Supreme Court in the case of ***State of Gujarat and ors. vs. Nirmalaben S. Mehta and anr.*** reported at **(2016) 9 SCC 240**. It was observed by the Hon’ble Supreme Court that in case of “renewal” a new lease is required while in the case of “extension” the same lease continues in force during additional period by the performance of stipulated act. The word “extension” when used in its proper and usual sense in connection with a lease, means prolongation of the lease.
17. It, therefore, follows that extension of a lease is not a fresh grant but it is only a prolongation of the original lease.
18. In the case on hand the petitioner has prayed for extension of the lease and not renewal of the same.
19. Petitioner has placed strong reliance upon clause 5 under Part IX of the lease deed in support of the prayer for extension of the lease.
20. It would be beneficial to take note of the stipulation contained in Clause 5 under Part IX (General Provisions) of the lease deed for which it is extracted hereinafter-

“5. Failure on the part of the Lessee/Lessees to fulfill any of the terms and conditions of this lease shall not give the State Government any claim against the Lessee/Lessees or be deemed a breach of this lease, in so far as such failure is considered by the said Government to arise from force majeure, and if through force majeure the fulfillment by the Lessee/Lessees of any of the terms and conditions of this lease be delayed, the period of such delay shall be added to the period fixed by this lease. In this clause the expression “force Majeure” means act of God, war, insurrection, riot, civil commotion, strike, earthquake, tide, storm, tidal wave; flood, lightning, explosion, fire and other happenings, which the Lessee/Lessees could not reasonably prevent or control.”

21. In **Swapan Sarkar** (supra), the long term mining lease was granted on 10.11.2008 which was subsequently renewed by an agreement dated 08.08.2016 for a period of 5 years and possession of the leasehold property was given on or after 26.04.2017 and a prayer for extension of the lease period was made.
22. In **Swapan Sarkar** (supra) the co-ordinate bench after noticing that the possession was handed over after a delay of about eight months from the date of renewal held that the term of the lease ought to commence from the date when the delivery of possession of the leasehold land is handed over to the lessee. The State of the West Bengal however, carried the matter in appeal against the order dated 17.12.2021 passed by the co-ordinate bench in WPA 14848 of 2021 (**Swapan Sarkar vs. State of West Bengal and Ors.**) and the Hon'ble Division Bench after noting that the appeal has really become infructuous as the portion of the impugned order whereby the period of lease was considered to be valid till a particular date has worked itself out as that date has gone by in the meantime. However, the Hon'ble Division Bench clarified that as a matter of principle, if the lessee in any manner was in continuous possession of the land in question, mere delay in completion of paper work pertaining to renewal of the lease would not be a ground for extending the validity of the lease period.
23. That apart, the long term mining lease for sand in the case of **Swapan Sarkar** (supra) was granted under the provisions of the West Bengal Minor Minerals Rules, 2002 and the lease was subsequently renewed under the 2002 Rules. However, the petitioner was granted mining lease after being declared as a successful bidder in the e-auction process under the 2016 Concession Rules read with the 2016 Auction Rules. 2002 Rules provides for renewal of mining lease whereas there is no provision for renewal under the 2016 Concession Rules.
24. The decision in the case of Swapan Sarkar is distinguishable on facts as rightly recorded by the Additional District Magistrate in the order dated 4th February, 2025.

25. In **JHM Import Export Pvt. Ltd.** (supra) a show cause notice was issued alleging illegal sand mining activity. Show cause notice was duly replied to. The co-ordinate bench noted that inspite of receipt of the reply to show cause notice, no decision was taken by the respondent authority and for such inaction and/or non-action, the lease period expired. Co-ordinate bench returned a factual finding that the entire burden was shifted to the petitioner for allowing the lease to expire for no fault of the petitioner. After noting that Rule 50 provides for imposition of penalty in case of illegal mining, co-ordinate bench drew an adverse inference for not imposing penalty and accordingly directed extension of the lease period.
26. The said decision being distinguishable on facts cannot come to the aid of the petitioner.
27. In **Pradip Arora** (supra) the mining operation of the writ petitioner therein were directed to be suspended by the respondent authorities for alleged violation on the part of the writ petitioner regarding excavation of sand beyond the leasehold area for which the petitioner could not carry on his business from April 2019 to September 2021. The co-ordinate bench after arriving at a finding that the respondent authorities could not justify their action for suspending the petitioner from carrying out the mining operation for 29 months directed the respondent authorities to extend the period of lease for a period of 29 months. The decision being distinguishable on facts cannot come to the aid of the petitioner.
28. There is, however, no quarrel to the proposition of law laid down by the Hon'ble Supreme Court in **Indsil Hydro Power and Manganese Limited** (supra) that in construing a commercial document, the contract must be read and understood in its entirety so as to contribute to it a business meaning which was within the understanding of the contracting parties. The said decision cannot come to the aid of the petitioner herein as the 2016 Concession Rules as well as the 2016 Auction Rules specifically provided that the lease period would commence from the date of registration of the lease. The lease deed also specifically states that the lessee shall hold the

premises granted and demised from the date of registration for a period of five years.

29. The expression “force majeure” used in Clause 5 of part IX of the deed of lease was interpreted by a co-ordinate bench in ***Radharaman Construction and Marketing Private Limited*** (supra) to include a situation which the lessee cannot reasonably prevent or control. The co-ordinate bench after noting that the petitioner therein was unable to carry on mining operation in view of a notification issued by the District Administration restricting Movement of all types of heavy loaded goods vehicles for a certain period held that the petitioner was entitled to extension of the period lost due to imposition of the restriction in terms of clause 5 under part IX of the lease deed itself.
30. The “force majeure” clause in the lease deed fell for consideration before the Hon’ble Division Bench in ***Dilip Mondal*** (supra). The Hon’ble Division Bench held that a “force majeure” pertains to an natural calamity such as act of God, war, insurrection, riot, Civil Commotion, strike, earthquake, tide, storm, tidal wave; flood, lighting, explosion, fire and other happenings, which the Lessee/Lessee could not reasonably prevent or control.
31. The Hon’ble Division Bench proceeded further to observe that stoppage of mining operation even if due to unlawful action on the part of the respondent authorities, which, though beyond the control of the lessee, does not come within any of the supervening possibilities or force majeure as contemplated under the force majeure clause.
32. It follows from the aforesaid observation of the Hon’ble Division Bench that the expression “other happenings” shall include only a natural calamity not otherwise specifically mentioned in the said clause.
33. Mr. Chatterjee sought to distinguish the said decision by contending that the said decision dealt with a case of extension of lease by invoking the force majeure clause on account of interruption in the mining activities after commencement of the mining operations.

34. This Court is not inclined to accept such contention of Mr. Chatterjee as after reading the said decision as a whole, to the mind of this Court, the ratio of the said decision is that “force majeure” pertains only to natural calamity and delay in fulfillment of the activities by the lessee even for the alleged unlawful action of the respondent authorities would not fall under the force majeure clause even if the lessee could not reasonably prevent or control the same.
35. The Hon’ble Division Bench after taking note of the well settled proposition that the Court cannot rewrite a contract between the parties and also that the entire mining operations and the mining lands have been vested in the WBMDTCL i.e., Nodal Agency after the coming into force of the 2021 Act, held that there is no scope for the State to extend the period of the lease deed or even Court directing the State to do so. The Hon’ble Division Bench, further observed that the remedy of the person aggrieved lies in a claim for damages which is to be made before a competent Civil Court having jurisdiction.
36. The decision in ***Dilip Mondal*** (supra) is a binding precedent.
37. In the case on hand the petitioner has claimed extension of the period of lease on the ground of delay on the part of the respondent authorities in delivering the possession of the sand block to the petitioner. Petitioner alleges that the delay is wholly attributable to the respondent authorities and on the contrary the stand of the respondent authorities is that the petitioner was responsible for such delay.
38. Even if for argument’s sake the allegation of the petitioner is taken at its face value, the question would be whether for such action on the part of the respondent authorities the petitioner is entitled to an extension of a period of lease.
39. By applying the proposition of law laid down by the Hon’ble Division Bench in ***Dilip Mondal*** (supra) this Court holds that the alleged delay of 11 months in delivery of possession of sand block in question to the petitioner

after the registration of the long term mining lease even though the same may be beyond the control of the petitioner lessee, such a situation would not fall within the expression “other happenings” as contemplated under the “force majeure” clause.

40. The lease deed specifically states that the lease period would be for a period of five years from the date of registration of the lease deed and the sand mining lease is a full-fledged commercial contract and the petitioner carrying on mining business entered into the contract with its eyes wide open. The petitioner cannot be permitted to resile from that position and after enjoying the benefits under the said lease for a substantial period of time cannot now turn around and challenge the terms of the deed by contending that the date of commencement of the lease would be from the date of delivery of possession and not from the date of registration of the deed as per the terms of the lease deed.
41. That apart, the 2016 Concession Rules do not provide for extension of lease. Clause 5 under Part IX of the lease deed only allows extension of lease under certain contingencies. The prayer for extension could be allowed only if the conditions stipulated in Clause 5 under Part IX of the lease deed is satisfied. Petitioner failed to bring his case within the four corners of the said clause. To the mind of this Court, petitioner is not entitled to extension of the lease period for the alleged delay in delivery of possession of the sand block in question.
42. The Additional District Magistrate and District Land and Land Reforms Officer Paschim Medinipur took note of the 2016 Concession Rules, 2016 Auction Rules as well as various clauses of the lease deed and rejected the petitioner’s prayer for extension of the lease by assigning cogent reasons. The said respondent also correctly applied the observations of the Hon’ble Division Bench in MAT 2047 of 2022.
43. The appellate authority after affording an opportunity of hearing to the petitioner took note of the relevant provisions of the 2016 Concession Rules

and the 2016 Auction Rules as well as clauses of the lease deed refused to interfere with the order passed by the Additional District Magistrate and District Land and Land Reforms Officer dated 04.02.2025.

44. It is well settled that Judicial Review is not an appeal against the decision of the authorities and it is only a review of the decision making process.
45. For all the reasons as aforesaid this Court is of the considered view that there is no infirmity in the decision making process. The impugned orders call for no interference. Consequently the prayer for petitioner for extension of the lease stands rejected.
46. The writ petition accordingly stands dismissed.
47. There shall be, however, no order as to costs.
48. Urgent photostat certified copies, if applied for, be supplied to the parties upon compliance of all formalities.

(HIRANMAY BHATTACHARYYA, J.)