IN THE HIGH COURT OF ORISSA AT CUTTACK
W.P.(C) No.37510 of 2026
CNR No. ODHC010882992026

Bijayalaxmi Sahoo .... **Petitioner**
Mr. P.K. Samantray, Advocate

-versus-

State of Odisha and others .... **Opposite Parties**
Ms. Biswabara Dash, A.S.C. for the State

CORAM:
HON'BLE THE CHIEF JUSTICE
AND
HON'BLE MR JUSTICE MURAHARI SRI RAMAN

ORDER
12.11.2026

Order No.

01. 1. The present writ petition is filed with the following prayer(s):-

"The petitioner therefore prays that your Lordship would be graciously pleased to admit this writ petition, call for records, after hearing the parties issue writ/writs in the nature of certiorari/mandamus or any other writ/directions, directing the Deputy Director Mines, Kataka Circle, Kataka to consider the petitioner's application for extension of lease period for five years from the date of granting permission by issuing consent to operate order dated 30.03.2022

for operation of the sand sairat source namely Polsara Kandal river sand bed sairat source under Niali Tahasil and communicate the decision to the petitioner within a stipulated period to carry out the same for smooth operation of the source."

2. The petitioner was declared highest bidder in the auction in respect of "Polasara Kandal" sand sairat. The State Level Environment Impact Assessment Authority, Odisha, Bhubaneswar on 30.06.2021 granted Environmental Clearance. Accordingly, on 20.09.2021, an agreement was executed between the petitioner and Tahasildar, Niali (opposite party No.5) for a period of five years. On account of amendment being carried out in the Odisha Minor Mineral Concession Rules, 2016 vide notification dated 27.12.2022 the records of the petitioner were transmitted to Deputy Director of Mines, Kataka by Tahasildar, Niali.

2.1. However, though the aforesaid agreement was executed on 20.09.2021, but consent to operate the said sand sairat was issued by the State Pollution Control Board, Odisha on 30.03.2022. Therefore, the sand sairat could be made operational with effect from 20.09.2021. Since no decision is taken by the Mining Officer with respect to extension of lease period during which there was closure of quarry (20.09.2021 to 30.03.2022) in view of the circumstances not attributable to the petitioner, this writ petition has been filed.

3. Learned counsel appearing for the petitioner submits that due to the circumstances beyond the control of the petitioner on account of closure of sand sairat at the behest of the Mining Officer, the period for which sand sairat was stalled, the petitioner is entitled for extension of period to operate the sand sairat for such period. He placed reliance on the judgment dated 17.12.2025 rendered in the case of ***Prasanta Kumar Mohanty v. State of Odisha and others*** *[W.P.(C) No. 33235 of 2025]*.

4. Learned Additional Standing Counsel appearing for the opposite parties concedes that the said judgment of this Court, is applicable in the fact situation of the present case.

5. Considered the submissions of the counsel for the respective parties.

6. As is apparent from the record that the petitioner beseeches issue of writ of *mandamus* to the opposite parties to accord extension of period of lease for the period during which the quarry operation remained closed on account of the order of the Mining Officer.

7. This Court in similar circumstances in the case of ***Prasanta Kumar Mohanty*** (supra) desisted to issue writ compelling the opposite parties to extend the period of lease as sought for by the petitioner in absence of any express provisions contained in the Mines and Minerals (Development and Regulation) Act, 1957 and the Odisha Minor Mineral Concession Rules, 2016. This Court in the case of ***Suraj Agrawal v. State of Odisha and others***, *W.P.(C)*

No. 32657 of 2025 vide order dated 06.01.2026 considering the plight of the petitioner therein for being restrained from operating the sand quarry due to circumstances not attributable to him observed as follows:

> *"4.4. Having the aforesaid factual matrix and the submissions along with the decision of this Court as referred to above, this Court does not feel it apt to issue writ of mandamus to extend the tenure of lease deed as prayed for by the petitioner.*
>
> *4.5. However, this Court is taken to Rule 64 of the OMMC Rules, 2016 which reads as follows:*
>
> *"64. Power of the Government to relax the rules- The Government may, in the interest of mineral development, relax any of the provisions of these rules in deserving cases in such manner as they deem proper."*
>
> *4.6. In view of the above rule conferring power on the Government to consider deserving case for relaxing the provisions of the OMMC Rules, it may be apposite for the petitioner to approach the Government for doing the needful to enable him to avail benefit of extension as prayed for in the writ petition. This Court, therefore, disposes of the writ petition reserving liberty to the petitioner to approach the appropriate authority, within a period of two weeks from date, as undertaken*

by the counsel for the petitioner. In the event such representation/grievance petition is submitted to the appropriate authority by the petitioner within the said period, the authority concerned shall consider the grievance of the petitioner pragmatically within a period of eight (8) weeks from the date of filing of such representation and communicate the decision taken thereon to the petitioner forthwith."

8. However, this Court appreciating the fact that the petitioner could not operate the quarry due to reasons beyond his control cannot be blamed for breach of any terms and conditions made following observation in ***Prasanta Kumar Mohanty*** (*supra*):

"xxx xxx xxx xxx

It was all along the stand of the State in the said report that the prayer for extension and/or renewal of a period in which the order of the NGT was operative cannot be granted in absence of any statutory Rules or the policy having taken in this regard and in pursuit of determining the same, the apex Court, in unequivocal terms held that if such a deprivation is shown, which cannot be attributed to the conduct of a mining leaseholder, the law permits the refund of the security deposit and the advanced royalty deposited by him in the following:

"43. We, thus, find that the appropriate course of action to be adopted in this case cannot be to

extend the lease for the obstructed period but to direct that the security deposit, if not already refunded, should be refunded and the amount deposited by the appellants/leaseholders as advance royalties to the respondent State be also paid back to them along with something more."

7.6. A distinction can be drawn between an involuntary act and a voluntary act. In the event, the lessee or the lessor has committed a fault or committed a breach of the terms and conditions of the lease or the statutory provisions, the equity does not come to play. The position would have been different when neither of the contracting parties is at fault, but the deprivation is by virtue of an interdict created by an order of the NGT, such involuntary act cannot be equated with the voluntary act nor the principles governing such situation should be blurred.

8. As indicated hereinabove, we have noticed that in some of the cases, the Government have taken a decision on the representation of the mining leaseholder to extend the period and, therefore, we direct the authorities to consider the said prayer independently without being swayed by the observations made hereinabove. In the event, the authorities declined to extend the period or renew the lease, the security deposit and the advance royalty paid by the petitioner shall be refunded within two weeks

from the said decision with an interest @ 6% per annum from the date of the deposit till the payment thereof."

9. In such view of the matter, the present writ petition is disposed of with a direction to the authority concerned to consider the representation dated 05.11.2024 as stated to have been filed by the petitioner and if the same is pending as on date, seeking extension of lease period, without being influenced by any of the observation(s) made hereinabove within a period of fifteen days from date. In the event, the authority concerned declines to extend the period or renew the lease and finds that the period during which the quarry operation remained non-operational for no fault of the petitioner, the security deposit and the advance royalty paid, if any, by the petitioner shall be refunded within a period of two weeks from the decision taken with interest @ 6% per annum from the date of deposit till the date of actual payment thereof.

(Harish Tandon)
Chief Justice

(M.S. Raman)
Judge

S.K. Guin/PA

Signature Not Verified
Digitally Signed
Signed by: SUBASH KUMAR GUIN
Reason: Authentication
Location: High Court of Orissa, Cuttack
Date: 16-Nov-2026 10:53:12