

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

**Before:  
The Hon'ble Justice Hiranmay Bhattacharyya**

**WPA 3351 OF 2026  
Adyamaa Tradelink Pvt. Ltd.  
Vs.  
The State of West Bengal & Ors.**

For the Petitioner : Mr. Somnath Roy Chowdhury  
Ms. Arpita Chowdhury  
Mr. Anik Das

..... advocates

For the State : Mr. Jayanta Samanta  
Mr. Supriya Majumder

..... advocates

For the respondent no. 4 : Mr. Sanjay Saha  
Mr. Raju Mondal

..... advocates

Heard on : 17.03.2026

Judgment on : 16.06.2026

**Hiranmay Bhattacharyya, J.:-**

1. The order of the District Magistrate, Bankura dated 11.12.2025 rejecting the prayer of the petitioner for resumption of the mining lease is under challenge in this writ petition.

2. A long-term Mining Lease of Sand was granted in favour of the petitioners for 5 years which was registered on 21.05.2018. Thereafter, the identification and demarcation of the plot was carried out on 23.02.2019 and the District Magistrate, Bankura, the respondent no.2 herein, issued an order dated 26.02.2019 thereby suspending any sort of sand mining operations and the petitioner was directed to show cause within 7 days as to why the mining lease should not be cancelled permanently. However, the suspension order was revoked by the Additional District Magistrate & District Land and Land Reforms Officer, Bankura, the respondent no.3 herein, on 26.12.2019. Thereafter, a joint inspection was carried out and possession certificate in respect of the said plot was handed over to the petitioners on 09.01.2020.
3. On 07.03.2020, the respondent no.2 issued another order suspending any sort of mining operation from the said plot alleging that illegal mining activities were carried on by the petitioners. Thereafter, the petitioner made several representations to the concerned authorities between 13.07.2020 and 17.02.2021. The respondent no.2 passed an order in Misc. Case No.22 of 2023 on 26.12.2023, holding that the suspension order dated 07.03.2020 was in accordance with law and all the replies to the notice of show cause given by the petitioners were held to be unsatisfactory.
4. Challenging the order of the respondent no.2, petitioner preferred an appeal being Appeal No. 8 of 2024 before the Divisional Commissioner under Rule 51 of the West Bengal Minor Mineral Concession Rules, 2016. The Divisional Commissioner, vide an order dated 09.06.2025, directed the case to be remanded back to the respondent no.2 and hear it afresh.
5. The respondent no.2 initiated the proceeding being Misc. Case no.12 of 2025 for the compliance of the order dated 09.06.2025 passed by the appellate authority, i.e, the Divisional Commissioner, and thereafter, vide an order dated 18.09.2025 passed in Misc. case 12 of 2025 constituted a committee to visit the said plot and submit a report in accordance with the order of the Divisional Commissioner. Thereafter, the respondent no.2, vide an order

dated 11.12.2025 held that the prayer of the petitioner regarding the resumption of mining lease, after being considered, was disallowed based on the field enquiry report. This order is under challenge in the present writ petition.

6. The learned advocate for the petitioner contended that after the registration of the lease deed on 21.05.2018, the identification and demarcation of the plot was carried out on 23.02.2019 and, the respondent no.2, issued an order dated 26.02.2019 thereby suspending any sort of sand mining operations, i.e., only 3 days after the identification and demarcation. He contended that after repeated directions passed by this Hon'ble Court, the show cause notice was decided against the petitioner by the District Magistrate. He submitted that as the enquiry team failed to confirm the correctness of the allegations brought against the petitioner, the order of the District Magistrate is liable to be set aside. He further contended that non supply of the enquiry report to the petitioner amounts to gross violation of the principles of natural justice.
7. The learned advocate for the petitioner further submitted that since the petitioner could not carry out the work of excavation of mineral reserve during the entire tenure of the lease period on account of delay in handing over possession of the sand block as well as the order of suspension of mining activity, for reasons beyond the control of the petitioner, the period of lease ought to have been extended in view of the "Force Majeure" clause as contemplated under Clause 5, Part IX of the Lease Deed. In support of the prayer for extension of lease, learned advocate for the petitioner placed reliance upon the order dated 17.12.2021 passed by a co-ordinate bench in **WPA 14848 of 2021** in the case of **Swapan Sarkar vs. State of West Bengal and others**; order dated 04.12.2023 passed by a co-ordinate bench in **WPA 9583 of 2023** in **Radharaman Construction and Marketing Pvt. Limited and another vs. State of West Bengal and others**; order dated 07.08.2025 passed by a co-ordinate bench in **WPA 11031 of 2025** in the case of **JHM Import Export Private Limited vs. State of West Bengal**

**and others** and order dated 15.07.2025 passed in **WPA 13654 of 2024** in the case of **Pradip Arora vs. State of West Bengal and others**.

8. Mr. Saha, learned advocate for the West Bengal Mineral Development and Trading Corporation Limited seriously disputed the submission made by the learned advocate for the petitioner. He submitted that the order impugned is an appealable one under Rule 51 of the West Bengal Minor Mineral Concession Rules 2016. He contended that the instant writ petition is not maintainable in view of the alternative and efficacious appellate remedy available under the 2016 Rules. He contended that the first order of suspension was issued as the petitioner had undertaken mining activities within the leasehold area without obtaining challan. He further contended that the reasons for issuance of the second suspension order is wholly attributable to the petitioner. He further contended that the petitioner is not entitled to any benefit under Clause 5, Part IX of the Lease Deed and in support of such contention he placed reliance upon the decision of the Hon'ble Division Bench delivered on November 27, 2025 in **MAT 1304 of 2025** in the case of **Dilip Mondal vs. State of West Bengal & Ors**.
9. Mr. Samanta, learned advocate for the State submitted that no person can have any fundamental right to claim that he should be granted mining lease and in support of such contention he placed reliance upon the decision of the Hon'ble Supreme Court in **Sulekhan Singh and Company & ors. vs. State of Uttar Pradesh and others** reported at **(2016) 4 SCC 663**. He contended that the Rules governing the field specifically prohibits grant of extension of time for lease without going through the process of tender. In support of such contention he placed reliance upon the decision of the Hon'ble Division Bench in the case of **Ashok Kumar Saha vs. State of West Bengal & others** reported at **2025 SCC Online Cal 5320**. He contended that the discretion lies wholly with the lessor whether to renew the lease after its expiry and such obligation or discretion cannot be enforced through the writ court. In support of such contention, Mr. Samanta placed reliance upon an order dated 19.07.2024 passed in **WPA**

**25493 of 2022** in the case **of Sri Hemanta Kumar Ghosh vs. State of West Bengal and others**. He also placed reliance upon the decision of the Hon'ble Division Bench in the case of **Dilip Mondal (supra)** in support of his contention that the petitioner is not entitled to the benefits of Clause 5 Part IX of the lease deed.

10. Heard the learned advocates for the parties and perused the materials placed.
11. A long-term Mining Lease of Sand was granted in favour of the petitioners for 5 years which was registered on 21.05.2018.
12. District Magistrate in the impugned order noted that after registration of the lease deed on 21.05.2018, the petitioner submitted an application for demarcation and a direction was passed upon the concerned BL & LRO to hand over possession on 07.06.2018 but neither did the petitioner take possession nor respond to the demand notice issued for deposit of 1<sup>st</sup> instalment of rest two third bid amount vide Memo dated 17.07.2018.
13. Such factual finding could not be controverted by the petitioner in course of hearing of this writ petition.
14. The District Magistrate issued a show cause cum suspension order on 26.02.2019 which was, however, revoked on 26.12.2019.
15. Petitioner deposited the 1<sup>st</sup> instalment towards rest two third bid money on 02.01.2020 and the possession was handed over to the petitioner with demarcation on 09.01.2020.
16. This Court is, therefore, of the considered view that the petitioner was responsible for the delay in taking possession of the sand block in question after registration of the lease deed.
17. Based on the report of the SDPO, Khatra, the District Magistrate, by an order dated 07.03.2020, suspended the sand mining operation of the petitioner. The specific charge against the petitioner was that illegal sand

mining was carried on in the demarcated area by using heavy machines and overloaded transportation of minerals.

18. Petitioner duly replied to the said show cause notice.
19. Pursuant to an order dated 27.04.2021 passed by a co-ordinate bench in WPA 10035 of 2021 directing the District Magistrate, Bankura to expedite the disposal of the show cause notice dated 07.03.2020 in accordance with law, the District Magistrate initiated a proceeding vide Misc. Case no. 22 of 2023 thereby rejecting the representation of the petitioner regarding withdrawal of suspension of the mining lease.
20. Challenging the order of the District Magistrate, Bankura dated 26.12.2023 petitioner preferred an appeal before the Commissioner, Medinipur Division which was disposed of by an order dated 09.06.2025. By the said order the appellate authority remanded the case to the District Magistrate with a direction to hear afresh and dispose of the same after giving an opportunity of being heard to all the parties concerned and a field enquiry by the lease sanctioning authority.
21. After remand, a field enquiry was conducted by a joint enquiry team. The joint enquiry team submitted a report stating that the river was full of water at the time of inspection and no evidence of sand mining was found by the team; the lease boundary pillars or any display board were not found installed on the date of enquiry and no heavy machinery or any carriage vehicle was found at the site. The enquiry team after visiting the site came to a conclusion that since lease expired on 20.05.2023 and more than two and a half years have passed since expiry of the lease and the date of inspection, it is not possible to comment on the mining activity during the lease period considering the replenishment of the river during that period.
22. This Court, therefore, finds that the direction passed by the Commissioner, Medinipur Division, being the appellate authority for conducting a field enquiry has been duly complied with by the District Magistrate.

23. The petitioner has not challenged the initial order of suspension of mining activities on 26.02.2019. The petitioner has, however, challenged the subsequent order dated 07.03.2020 suspending the mining activity of the petitioner. The object behind the challenge to the subsequent order of suspension of the mining activities dated 07.03.2020 is to get the tenure of the lease period extended for the period during which the petitioner could not carry on the mining activities.
24. The relevant rules governing grant of lease for extraction of sand i.e., the 2016 Rules and the 2021 Rules specifically prohibits extension of the period of the lease. However, Clause 5 under part IX of the lease deed which deals with the “force majeure clause” provides for addition of the period of delay to the period fixed by the lease on account of force majeure. Clause 5 under part IX of the lease deed is extracted hereinafter for better appreciation.

*“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 the 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.”*

25. The Hon’ble Division Bench in ***Dilip Mondal (supra)*** held that a force majeure pertains to a natural calamity such as act of God, war, insurrection, riot, civil commotion, strike, earthquake, tide, storm, tidal wave, flood, lightening, explosion, fire, and the other happenings over which

the lessee could not reasonably have any control. It was further held therein that stoppage of mining operation 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 impossibilities or force majeure as contemplated under the force majeure clause. The Hon'ble Division Bench after reiterating the well settled proposition of law that the Court cannot rewrite the contract between the parties held that the relief of extension of the lease period cannot be granted.

26. Mr. Roychowdhury would contend that the field enquiry conducted by the joint enquiry team could not prove the allegation on the basis of which the order of suspension of mining activities was passed by the District Magistrate on 07.03.2020. The petitioner at best could have argued that the stoppage of mining operation was due to unlawful action on the part of the respondent authorities which were beyond the control of the lessee. Even if such argument of the petitioner is accepted, the issuance of suspension order directing stoppage of mining operation does not come within any of the supervening impossibilities or force majeure as contemplated under Clause 5 of Part IX of the lease deed. This Court, therefore, holds that the petitioner is not entitled to resume his mining activities and to continue for a period of five years from the date of such resumption of mining activity excluding the period between 27.12.2019 and 06.03.2020, by virtue of Clause 5 under Part IX of the lease deed.
27. If the petitioner claims to have suffered loss for not being allowed to carry on the mining activities for a substantial period of the tenure of the lease, the remedy of the petitioner lies in a claim for damages before a competent civil court having jurisdiction.
28. It is well settled that a prayer for extension of the lease period after expiry of the lease by efflux of time cannot be entertained.
29. Furthermore, the entire mining operation and the mining of sand have been vested in the nodal agency i.e., 3<sup>rd</sup> respondent with the introduction of the

West Bengal Sand Mining Policy, 2021 and the coming into force of the West Bengal Sand (Mining, Transportation, Storage and Sale) Rules, 2021. The District Magistrate also took note of the West Bengal Minor Mineral Concession Rules, 2016 and the West Bengal Minor Mineral Auction Rule, 2016 which provides for allocation of sand blocks through competitive bidding and prohibits extension of mining lease upon its expiry, while passing the impugned order.

30. In ***Sulekhan Singh (supra)*** the Hon'ble Supreme Court reiterated the well settled proposition of law that no person has any fundamental right to claim that he should be granted mining lease or prospecting license or permitted the reconnaissance operation in any land belonging to the Government. It was further held therein that where the decision of an authority is founded in public interest as per executive policy or law, the Court would be reluctant to interfere with such decision. In the case on hand, this Court finds that the decision of the District Magistrate is founded on public interest and the same is in accordance with the executive policy and the rules governing the sand mining activities.
31. In ***Hemanta Kumar Ghosh (supra)*** the co-ordinate bench held that the total discretion whether to renew the lease or to execute a fresh lease lies with the lessor after the lease stands expired and such an obligation or discretion cannot be enforced through the writ court. This Court accordingly holds that a writ of mandamus cannot be issued directing the respondent authority to exercise the discretion in favour of the petitioner by extending the period of lease.
32. In ***Ashok Kumar Saha (supra)*** the Hon'ble Division Bench held that social justice and equitable justice cannot be granted in favour of one at the deprivation of the other. In the case on hand if the prayer for extension of the lease period is allowed it would deprive the prospective bidders who intend to participate in the competitive bidding for grant of mining lease which is not permissible.

33. In **JHM Import Export Private Limited (supra)** the co-ordinate bench was of the view that the petitioner therein was entitled to extension of the period of lease on account of delay in deciding the reply to the show cause notice.
34. In **Pradip Arora (supra)** the mining operations 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 for a substantial period of time.
35. The co-ordinate bench after arriving at a finding that the respondent authorities could not justify their action for suspending the mining operations directed the respondent authorities to extend the period of lease for the period the mining operations were suspended.
36. The co-ordinate bench in **Radharaman Construction and Marketing Private Limited (supra)** 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 deed itself.
37. Stoppage of mining operations either on account of issuance of suspension order or directions issued by the District Administration restricting movement of all types of heavy loaded good vehicle which may be for reasons beyond the control of the lessees do not fall within the Force Mejeure clause as held in **Dilip Kumar Mondal (supra)**.
38. In view of the decision of the Hon'ble Division Bench in **Dilip Mondal (supra)**, the decision in **JHM Import Export Private Limited (supra)** **Pradip Arora (supra)** and **Radharaman Construction (supra)** cannot be said to be binding precedents upon this Court.
39. 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.

40. 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.**) The Hon'ble Division Bench noted 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.
41. 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.
42. The District Magistrate was right in holding 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 Rule 5(2) of the 2016 Concession Rules.
43. The District Magistrate after considering the materials of record rejected the prayer of the petitioner for extension of the period of lease and for resumption of the mining lease by a speaking order. The impugned order

does not suffer from any perversity warranting interference under Article 226 of the Constitution of India.

44. Accordingly, the writ petition stands dismissed.
45. There shall be, however, no order as to costs.
46. Urgent photostat certified copies, if applied for, be supplied to the parties upon compliance of all formalities.

**(HIRANMAY BHATTACHARYYA, J.)**