



IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.22800 of 2026

**M/s. Gayatri Techno
Solutions, Berhampur,
Ganjam**

....

Petitioner

*Mr. Bibekananda Bhuyan, Senior Advocate
being assisted by Ms. S.S. Nayak, Advocate*

-versus-

**The Berhampur Municipal
Corporation, Berhampur and
another**

....

Opposite Parties

CORAM: JUSTICE SANJAY KUMAR MISHRA

**ORDER
24.07.2026**

**Order No.
01.**

- This matter is taken up through hybrid mode.
- 2.** Appearance Memo of Mr. Bhuyan, learned Senior Advocate on behalf of the Petitioner, filed in the Court is taken on record.
- 3.** The present writ petition has been filed with the following prayers:

“PRAYER

Under these circumstances the Petitioner prays that your Lordships would be graciously pleased to admit the Writ Petition, issue Rule NISI, calling upon the Opp. Parties to show cause as to why the impugned communication vide Letter No. 12225 dtd. 15.07.2026 vide Annexure-3 and the consequential therefrom shall not be quashed.

If the Opp. Parties fail to show cause or shown insufficient cause, the said Rule may be



*made absolute thereby issuing a Writ of Mandamus/Certiorari **thereby directing the Opp. Parties not to act upon the impugned communication vide Annexure-3 and obey the decision of the Ld. Civil Judge Senior Division, Berhampur in CS No. 79/2025.***

And further be pleased to pass any other writ/writs, order/orders, direction/directions as would be deemed fit and proper to grant justice to the petitioner and allow the writ application with cost throughout.

And for which act of kindness the Petitioner as in duty bound shall ever pray.”

(Emphasis supplied)

4. Mr. Bhuyan, learned Senior Counsel for the Petitioner submits that, inadvertently, the Lease Deed dated 16.01.2020 between the Berhampur Municipal Corporation and the present Petitioner-Firm could not be annexed to the writ petition. However, he files a photocopy of the same in form of a Memo in the Court, which is taken on record.

5. Drawing attention of this Court to Clause No.2 of the said lease deed, Mr. Bhuyan, learned Senior Counsel for the Petitioner submits, the lease deed was executed on 16.01.2020. As per the said Clause, the lease period is extendable for another 5 years upon satisfactory payment of lease amount and on making representation by the Lessee, seeking for such extension. There was no allegation of non-payment of lease amount. In terms of the said Clause, though the Petitioner-Firm requested for extension of the lease period, because of inaction of the Berhampur Municipal Corporation, the Petitioner-Firm was



constrained to prefer C.S. No.79 of 2025, which is at the stage of argument. As per the instruction received, the matter stands posted to 27th July, 2026 for argument. Despite interim order passed by the learned Senior Civil Judge, Berhampur in I.A. No.17 of 2025, which is at Annexure-2 of the writ petition, the impugned letter dated 15.07.2026 under Annexure-3 has been issued by the Commissioner, Berhampur Municipal Corporation (Opposite Party No.2) intimating the Petitioner-Firm that no further extension will be given for another five years in terms of the Corporation Resolution No.01 dated 15.07.2026. Hence, finding no other speedy and efficacious remedy, the Petitioner-Firm was compelled to approach this Court in form of the present writ petition to assail the letter dated 15.07.2026.

6. As is revealed from the plaint in C.S. No.79 of 2025, as at Annexure-1 of the writ petition, following prayers have been made before the learned Court below:-

“Hence the Plaintiff prays:-

A. *Let it be declared that the plaintiff has got right to renew the lease in respect of the schedule property for a further period of five years after expiration of the 1st lease period on 31.07.2026.*

B. *Let a decree for mandatory injunction be passed directing the defendants to execute a fresh lease deed in respect of the schedule property in favour of the plaintiff **extending the lease period for a further period of five years stipulating the expiry period as 31st July, 2031** and to do all such act, things, deeds necessary for such execution of the lease*



within a time stipulated by the court, failing which the same may be executed through the process of the court at the cost of the defendants.

C. *Let a decree for perpetual injunction be passed restraining the defendants from creating any interference in the peaceful enjoyment and possession of the plaintiff over the schedule property till the expiration of the lease period pursuant to the promises made by the defendants in their various letters and communications on receipt of the lease rental on every month from the plaintiff.*

D. *Cost of the suit be decreed in favour of the plaintiff."*

(Emphasis supplied)

7. On being asked as to why the Petitioner has preferred the present writ petition even though the subject matter of the suit is extension of the lease period for a further period of five years stipulating the expiry period as 31st July, 2031, learned Senior Counsel for the Petitioner submits, since C.S. No.79 of 2025 stands posted to 27th July, 2026 for final argument, even if hearing of the suit is concluded on the said date, the learned Court below would be unable to pronounce the judgment and draw the decree by 31st July, 2026. Further, the impugned letter dated 15.07.2026 was communicated to the Petitioner-Firm on 17.07.2026 and since the suit stands adjourned to 27th July, 2026 for final argument, no steps could be taken before the learned Court below to pre-pone the date and move an application for injunction. Hence, finding no other speedy and



efficacious remedy, the Petitioner was being compelled to file this writ petition, even if the suit is pending for extension of the lease period in terms of Clause 2 of the lease deed dated 16.01.2020.

8. In view of the pendency of C.S. No.79 of 2025, where in a prayer has been made for extending the lease period for a further period of five years stipulating the expiry period as 31st July, 2031, so also alleged interim order passed by the said Court in favour of the Petitioner, this Court is not inclined to entertain the prayer made in the writ petition.

9. However, it is made clear that if the Petitioner moves a fresh application for injunction on 27th July, 2026 in C.S. No.79 of 2024, serving copy thereof on the learned Counsel for the Corporation, who represents the Corporation in C.S. No.79 of 2025, the learned Court below, instead of hearing the argument and concluding the Suit on the said date on merit, shall do well to take up the application for injunction and dispose of the said application before 31st July, 2026, after inviting objection thereto from the Defendant-Corporation.

10. It is made further clear that, if such an application is moved in C.S. No.79 of 2025 on 27th July, 2026 and learned Senior Civil Judge, Berhampur, for any unavoidable reasons, is unable to pass appropriate order in the I.A. by 31st July, 2026, the impugned Letter dtd. 15.07.2026 vide Annexure-3 shall not be given effect to till disposal of such application by the learned Senior Civil Judge, Berhampur.



11. With the said observation and direction, without expressing any opinion on merit of the case of the Petitioner, the writ petition stands disposed of.

12. Urgent certified copy of this order be granted on proper application.

13. In view of the urgency shown, in addition to the certified copy, learned counsel for the Petitioner is at liberty to utilize the digitally signed copy of this order, available in the website of this Court, for the purpose of communicating the same to the learned Court below.

(S.K. MISHRA)
JUDGE

Kanhu