

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

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

**WPA 3349 OF 2026
Ambey Niwas 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. Sk. Md. Galib, Sr. Govt. Adv. Ms. Ashmita Chakraborty advocates
For the respondent no. 3	: 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 extension of the mining lease is under challenge in this writ petition.
2. A Long Term Mining Lease Deed of sand was granted in favour of the petitioner for a period of 5 years which was registered on 06.02.2018. A show cause cum suspension order was issued to the petitioner on 26.02.2019. On 02.01.2020, the petitioner submitted an application for demarcation of the leasehold area. Demarcation of the sand block of the petitioner was done on 16.01.2020 and possession was handed over on the

same day to the petitioner. The mining activity of the petitioner was again suspended by the District Magistrate by a Memo dated 07.03.2020. Petitioner submitted replies to the show cause notice dated 07.03.2020. Petitioner submitted an application on 18.03.2023 for extension of the lease.

3. District Magistrate, Bankura initiated a proceeding being Misc. Case No. 23 of 2023 which stood disposed of by an order dated 26.12.2023 disallowing the replies to the show cause notice as well as the prayer for extension of the lease.
4. Challenging the order of the District Magistrate dated 26.12.2023, petitioner preferred an appeal being Appeal Case No. 11 of 2024 before the Commissioner, Medinipur Division, and the Appellate Authority by an order dated 09.06.2025 remanded the case to the District Magistrate to hear afresh and dispose of the same.
5. After remand, the District Magistrate passed the impugned order. Being aggrieved, the writ petitioner has approached this Court.
6. Mr. Roychowdhury, the learned advocate for the petitioner contended that the possession of the mining plot was handed over after about 23 months from the date of registration of the mining lease. He contended that only after 50 days of delivery of possession, the second show cause notice dated 07.03.2020 was issued. He further 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. Mr. Roychowdhury, 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. Galib, 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. Galib 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 for a period of 5 years was granted in favour of the petitioner which was registered on 06.02.2018. Petitioner applied for challan on 26.02.2018 but did not apply for further challan till 26.02.2019. On the basis of a report of the Superintendent of Police, Bankura that the sand mining activity was carried on by the petitioner without any challan, the District Magistrate issued a show cause cum suspension order on 26.02.2019 which was, however, revoked on 26.12.2019.
12. Thereafter, on 02.01.2020, petitioner submitted an application for demarcation of the leasehold area and pursuant to such application, the concerned B.L. & L.R.O, demarcated the sand block on 16.01.2020 and possession was handed over to the petitioner on the same day.

13. 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 heavy machineries were being used causing damages to the water supply of PHE in the riverbed and others.
14. Petitioner duly replied to the said show cause notice.
15. Pursuant to an order dated 19.06.2023 passed by a co-ordinate bench in WPA 11711 of 2023 directing the District Magistrate, Bankura to consider and dispose of the replies to the show cause notice dated 07.03.2020 and the application submitted by the petitioner on 18.03.2023 for extension of the tenure of the mining lease, the District Magistrate, Bankura initiated a proceeding vide Misc. Case no. 23 of 2023. The said Misc. Case was disposed of by an order dated 26.12.2023 thereby rejecting the reply submitted by the petitioner to the show cause notice as well as the prayer for extension of the mining lease.
16. Challenging the order of the District Magistrate, Bankura dated 26.12.2023, petitioner preferred an appeal before the Commissioner, Medinipur Division being Appeal Case No. 11 of 2024 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.
17. After remand, a field enquiry was conducted by a joint enquiry team. The joint enquiry team submitted a report stating that the river was found dry on the date of enquiry and no traces 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 in the site. The enquiry team after visiting the site came to a conclusion that since lease expired on 05.02.2023 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.

18. This Court, therefore, finds that the direction passed by the Commissioner, Medinipur Division, being the appellate authority to conduct a field enquiry has been duly complied with by the District Magistrate.
19. 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.
20. The relevant rules governing grant of lease for extension 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.”

21. 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.
22. Mr. Roy Chowdhury 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.
23. 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.

24. That apart, the petitioner has applied for extension of the lease period after expiry of the lease. It is well settled that a prayer for extension of the lease period after expiry of the lease by an efflux of time cannot be entertained.
25. Furthermore, the entire mining operation and the mining of sand have been vested in the nodal agency i.e., 3rd 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.
26. 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.
27. 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.

28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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)**.

34. 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.
35. 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.
36. 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.
37. 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.

38. 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.
39. 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.
40. Accordingly, the writ petition stands dismissed.
There shall be, however, no order as to costs.
41. Urgent photostat certified copies, if applied for, be supplied to the parties upon compliance of all formalities.

(HIRANMAY BHATTACHARYYA, J.)