
(2025) 07 CAL CK 0798
In the Calcutta High Court, Appellate Side
Case No : W.P.A.No. 11263 Of 2025

M/s. Sukriti Pebbles

APPELLANT

Vs

State Of West Bengal And Others

RESPONDENT

Date of Decision : 03-07-2025

Acts Referred:

General Clauses Act, 1897 — Section 6, 6(c)
West Bengal Minor Minerals Concession Rules, 2016 — Rule 61, 62

Citation : (2025) 07 CAL CK 0798

Hon'ble Judges : Partha Sarathi Sen, J

Bench : Single Bench

Advocate : Sagar Bandyopadhyay, Satadru Lahiri, Syed Wasim Faruque, Chandi Charan De, Anirban Sarkar

Final Decision : Dismissed

Judgement

Partha Sarathi Sen, J

1. The affidavit of service as filed today on behalf of the writ petitioner is taken on record.
2. The writ petitioner and the respondents State are represented by their respective learned advocates.
3. By filing the instant writ petition, the writ petitioner has prayed for issuance of appropriate writ/writs against the respondent authorities, more specifically against the respondent no.2 for quashing and/or setting aside the order dated 07.05.2025 whereby and whereunder the writ petitioner's application for renewal of the period of lease was not considered favourably.
4. In course of hearing, Mr. Bandyopadhyay, learned Senior Advocate appearing on behalf of the writ petitioner at the very outset draws attention of this court to page no.36 of the instant writ petition being a copy of the grant of long term mining lease dated 07.03.2013 as granted in favour of the writ petitioner.

5. Drawing attention to page no.46 of the instant writ petition, it is submitted by Mr. Bandyopadhyay that such lease deed dated 02.05.2019 was executed in favour of the writ petitioner for quarry of black stone from the relevant plot. It is submitted by Mr. Bandyopadhyay that Clause 3 of Part VIII of the said deed of lease contains 'renewal clause' for one period not exceeding the period of the original lease. Drawing attention to page no.158 of the instant writ petition, it is further submitted on behalf of the writ petitioner that on 30.10.2023, the writ petitioner submitted an application for grant of renewal, however, on account of reluctance of the respondent authorities to consider such application, the writ petitioner had to approach before this court in an earlier round of litigation.

6. From page nos.184 to 185 of the instant writ petition being a copy of the judgment and order dated 22.05.2024 as passed by a Co-ordinate Bench of this court in WPA 11074 of 2024, it reveals that the said court granted an extension of lease period for a period of six months, considering the application for renewal of mining lease as has been submitted by the writ petitioner was not disposed of.

7. It is submitted by Mr. Bandyopadhyay that the respondent authorities more specifically respondent no.2/authority while passing the reasoned order under challenge dated 07.05.2025, though placed reliance upon Rules 61 and 62 of the West Bengal Minor Minerals Concession Rules, 2016 (hereinafter referred to as 'the Rules of 2016' in short), the said respondent no.2/authority has failed to visualize the true spirit of Rule 11 and Rule 12 of the West Bengal Minor Minerals Rules, 2002 (hereinafter referred to as 'the said Rules of 2002', for short), in its proper perspective as well as the 'clause of renewal' as exists in the deed of lease dated 02.05.2019.

8. It is further submitted by Mr. Bandyopadhyay that the respondent no.2/authority has also failed to visualize the true implications of Section 6(c) of the General Clauses Act, 1897 (hereinafter referred to as 'the said Act of 1897', in short). It is submitted by Mr. Bandyopadhyay that it is a fit case to quash the order under challenge.

9. Such contention is however opposed by Mr. De, learned Additional Government Pleader appearing for the respondent State and its functionaries.

10. This court has meticulously perused the entire materials as placed by the parties. This court has given its due consideration over the submissions of the learned advocates for the contending parties.

11. For effective adjudication of the instant lis, this court at the very outset proposes to look to Rule 61 and Rule 62 of the said Rules of 2016, which are quoted hereinbelow in verbatim:

"61. Declaration of ineligibility of the pending minor mineral applications for mining lease including the applications of reclassified major minerals – All applications for mining lease of minor minerals including the reclassified minor minerals vide SO No.-423 (E) dated 12th February, 2015 received prior to the

giving-effect to this rules irrespective of its duration of pendency shall become ineligible.

Provided that if the applicant has been issued a Grant Order or Letter of Intent (LoI) or any other Government Order requiring the alteration of applicant's position then his mining lease application may be considered after due compliance of all the necessary conditions.

62. Repeal – (1) The West Bengal Minor Mineral Rules, 2002, is hereby repealed.

(2) Notwithstanding such repeal, anything done, any action taken, or any prosecution started under the said rules, shall be deemed to have been validly done or taken or started, as the case may be, under the corresponding provisions of these rules.”

12. Since on behalf of the writ petitioner much reliance has been placed upon Section 6 of the said Act of 1897, this court also proposes to look to said section, which is also quoted hereinbelow in verbatim:

“6. Effect of repeal – Where this Act, or any Central Act or Regulation made after the commencement of this Act, repeals any enactment hitherto made or hereafter to be made, then, unless a different intention appears, the repeal shall not –

(a) ...

(b) ...

(c) affect any right, privilege, obligation or liability acquired, accrued or incurred under any enactment so repealed; or

(d) ...

(e) ...”

13. Keeping in mind the aforementioned legislative provisions, if I look to factual aspects of this case, it appears to this court that admittedly pursuant to a grant order dated 07.03.2013 a registered deed of lease for grant of long term mining lease for black stone quarry was executed and registered in favour of the writ petitioner on 02.05.2019.

14. It is equally undisputed that such lease deed contains a ‘renewal clause’ which clearly specify that such mining lease shall be renewable for one period only, not exceeding the period of the original lease. From the materials as placed before this court and after hearing Mr. Bandyopadhyay, learned senior advocate appearing on behalf of the writ petitioner, it appears to this court that prior to expiry of the said deed of lease dated 02.05.2019 the writ petitioner has approached the respondents authorities with an application for grant of renewal.

15. Since such application was not considered by the respondent authorities, a Co-ordinate Bench of this court in an earlier round of litigation vide its judgment

dated 22.05.2024 granted extension of lease period for a period of six months which has been effected by the respondent authorities.

16. At this juncture, the moot question arises for consideration is as to whether the respondent no.2/authority is at all justified in refusing the prayer for grant of renewal as made by the writ petitioner within the stipulated period as mentioned in deed of lease.

17. On careful perusal of Section 61 of the said Rules of 2016, it reveals that it is the legislative mandate that all applications for mining lease prior to coming into force of Rules of 2016 irrespective of its duration of pendency shall become ineligible. However, the said Rule 61 contains the proviso which says that in the event the applicant has been issued a grant order or Letter of Intent (LoI), in such a case such application would be considered in terms of the rules under which such application has been made.

18. At this juncture, if I look to Rule 62 of the said Rules of 2016, it reveals to this court that with the enactment of Rules of 2016, the said Rules of 2002 was repealed. However, notwithstanding such repeal anything done and/or any action taken for any prosecution started under the said Rules of 2002 are however saved.

19. In course of his submission, Mr. Bandyopadhyay submits before this court that the writ petitioner is entitled to get the benefit of Rule 62(2) of the said Rules of 2016 vis-à-vis Section 6(c) of the said Act of 1897 inasmuch as the lease deed as executed on 02.05.2019 was executed as per the terms and provisions of the said Act of 2002.

20. On careful consideration of the entire materials, it appears to this court that no materials can be placed before this court on behalf of the writ petitioner that pursuant to the application for renewal dated 30.10.2023 as submitted by the writ petitioner, the respondent authorities have done anything and/or had taken any action by virtue of repealed provisions of the said Rules of 2002.

21. It rather appears to this court that the initial grant order and/or Letter of Intent (LoI) was issued as per provision of the Rules of 2002 prior to execution of the lease deed dated 02.05.2019 and such grant order was limited for five years. Admittedly the respondent authorities had not issued any further grant order and/or Letter of Intent for the proposed extended period of five years as claimed by the writ petitioner and therefore by no stretch of imagination it can be said that respondent authorities have taken any action and/or started any prosecution under the said Rules of 2002.

22. In view of such, this court is of the considered view that the writ petitioner is not entitled to get benefit of Rules 61 and 62 of the said Rules of 2016.

23. This court thus finds no perversity and/or illegality and/or irregularity in the order dated 07.05.2025 as passed by the respondent no.2/authority.

24. With the aforementioned observation, the instant writ petition is dismissed.

25. There shall be no orders as to costs.

26. Urgent photostat certified copy of this order, if applied for, be supplied to the parties upon compliance of all necessary formalities.