

(2003) 08 CAL CK 0009
In the Calcutta High Court
Case No : Writ Petition No. 3449 (W) of 2002

Pankaj Kumar Mondal

APPELLANT

Vs

State of West Bengal and Others

RESPONDENT

Date of Decision : 05-08-2003

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (2004) 2 CHN 346

Hon'ble Judges : Jayanta Kumar Biswas, J

Bench : Single Bench

Advocate : Shyamoli Banerjee, for the Appellant; Bhabani Prasad Mondal, for the Respondent

Final Decision : Allowed

Judgement

Jayanta Kumar Biswas, J.—On 23rd June, 1986 the petitioner was granted a mining lease for five years. It gave him right to extract sand from an area of 6.98 acres of river bed of the river "Damodar." The area was identified by plot Nos. 1951 to 1955, in Mouja Gaitanpur in Burdwan District of the State of West Bengal. The lease was granted under the West Bengal Minor Minerals Rules, 1973 (hereinafter referred to as "the Rules"). The Rules were framed by the Government of West Bengal in exercise of power conferred by Section 15(1) of the Mines and Minerals (Regulations and Development) Act, 1956. According to terms of the lease, the petitioner was entitled to apply for renewal thereof for a like period. The lease was drawn up in the Standard Form of lease (that is, Form-E) as required by Rule 22 of the Rules. Clause 8 of Part-IX of the Standard Form of lease provides as follows:

"8. Recovery under the Bengal Public Demands Recovery Act.-- Without prejudice to any other mode of recovery authorized by any provision of this lease or by any law, all amounts falling due hereunder against the Lessee/Lessees may be recovered as a Pubic Demand under the Bengal Public Demand Recovery Act or any statutory modification thereof for the time being in force."

2. By a notice dated 8th November, 1990 the District Land and Land Reforms Officer, Burdwan, the respondent No. 5, (hereinafter referred to as "the DLLRO") directed the petitioner to pay a sum of Rs. 25,200.40. The demand was made on account of outstanding royalty, cess and surface rent in respect of the 1986 lease. It covered the period from 1st January, 1988 to 13th June, 1989. The demanded amount was paid by the petitioner.

3. By another notice dated 20th November, 1990 the DLLRO directed the petitioner to pay a sum of Rs. 58,500. This demand was made for alleged unauthorized extraction of sand by him from plot No. 567 of Mouja Khargeswar (it was not connected with the 1986 lease). Challenging this notice he moved this Court by filing a writ petition [Civil Order No. 14776 (W) of 1990]. It was admitted.

4. On 20th December, 1990 the petitioner applied for renewal of the 1986 lease. In terms of Rule 12 of the Rules he was to submit the application for renewal in prescribed Form-D, at least six calendar months before 22nd June, 1991, on which date the 1986 lease was to expire. His application for renewal, inter alia, was required to be accompanied by a certificate of clearance of all mining dues, such as, royalty, cess, dead rent, surface rent, water rent, etc., to be issued by the District Authority or the Sub-Divisional Land Reforms Officer in Form-B appended to the Rules.

5. While his renewal application remained pending, by a further notice dated 22nd February, 1991 the DLLRO informed the petitioner that in connection with his previous 1986 lease, as per records, he was still required to pay royalty and cess amounting to Rs. 10,646.25 and Rs. 8871.88 respectively. This demand was made for the mining operations carried on by him during the period from 1st January, 1990 to 31st December, 1990. Such amounts were also paid by the petitioner.

6. On 11th February, 1992 his writ petition challenging the demand notice dated 20th November, 1990 for alleged unauthorized extraction of sand was disposed of by Tarun Chatterjee, J (as he then was). His lordship was pleased to direct the DLLRO to take a fresh decision in the matter after making an inquiry and giving opportunity of hearing of the petitioner.

7. The DLLRO again issued a demand notice dated 7th April, 1993. By this, the petitioner was asked to pay in connection with his previous 1986 lease cess amounting to Rs. 8062.50 for the period from 1st January, 1991 to 22nd December, 1991, and surface rent amounting to Rs. 214.80 for the period from 24th October, 1990 to 22nd June, 1991. Such amounts were also paid by the petitioner.

8. In view of order dated 11th February, 1992 passed in Civil Order No. 14776 (W) of 1990, the DLLRO gave his fresh decision dated 9th June, 1993. His decision was that the petitioner was liable to pay for unauthorized extraction of sand from plot No. 567 of Mouja Khargeswar. This order of the DLLRO was

challenged by the petitioner by moving a fresh writ petition [Civil Order No. 18612 (W) of 1993 It was allowed by Tarun Chatterjee, J (as he then was) by order dated 5th October, 1993. The decision given by the DLLRO on 9th June, 1993 regarding alleged unauthorized extraction of sand by the petitioner from plot No. 567 of Mouja Khargeswar was set aside by His Lordship, and the matter was sent back to the DLLRO for re-determination. His Lordship further restrained the respondents, including the DLLRO, from taking any coercive action against the petitioner, till a fresh decision was taken after making fresh enquiry and giving fresh hearing to him. Consequently, by issuing a notice dated 1st December, 1993, on 14th December, 1993 the DLLRO held a fresh enquiry in the petitioner's presence, but no fresh decision was communicated to him regarding the matter. The matter remained in such condition.

9. Finally, by a letter dated 13th September, 1995 the competent authority (that is, the Assistant Secretary to the Government of West Bengal, Commerce and Industries Department) informed the petitioner that considering his renewal application dated 20th December, 1990 the Government decided to grant him lease in respect of the same area of me same plots for a period of five years from the date of execution of a deed of lease. The petitioner was informed that on his complying with the conditions mentioned in this letter dated 13th September, 1995 the lease would be executed. The conditions which were required to be complied with by the petitioner at the time of submission of the draft lease deed (as mentioned in paragraph 4 of this letter dated 13th September, 1995), inter alia, included the following conditions:-- (a) petitioner was to submit royalty clearance certificate or affidavit in original, (b) he was to pay outstanding mining dues, if there were any, as might be reported by the DLLRO, (c) he was to submit a fresh application demarcating 6.38 acres of land through the DLLRO, Burdwan. He complied with all the requirements.

10. The execution of the lease was, however, withheld without disclosing any reasons. The petitioner then moved this Court by filing Writ Petition No. 14752 (W) of 1999. By an order dated 19th August, 1999 this writ petition was disposed of by Prabir Kumar Samanta, J. Amongst others, the DLLRO, Burdwan was a respondent in this writ petition. It was contested by the respondents. After hearing the parties His Lordship was pleased to direct the respondents to complete the execution and registration of the lease deed in favour of the petitioner within two months from the date of communication of the order.

11. Ultimately, on 10th July, 2000 the lease deed came to be executed. The Joint Secretary to the Government of West Bengal, Commerce and Industries Department executed the lease on behalf of the Governor. Lease in respect of the same area was granted to the petitioner for a period of five years from 10th July, 2000, It was duly registered. It is needless to mention that it was drawn up in the Standard Lease Form as required under Rule 22 of the Rules. The anticipated amount of royalty the petitioner was required to pay per annum was determined at Rs. 1,57,050/-. An obligation was put on the petitioner that during the period

of lease he must extract at least 4,80,800 cubic feet of minerals per annum. He was to commence operations within three months from the date of its execution, unless the State Government or District Authority, for good cause, permitted otherwise. The lease did not provide any condition, compliance wherewith was to be a condition precedent to the petitioner's getting possession of the land or commencing the mining operations.

12. By a letter dated 10th August, 2000 the Assistant Secretary, while forwarding a copy of the lease deed to the DLLRO, directed him to deliver the possession of the leased area to the petitioner. Possession, however, was not delivered to the petitioner by the DLLRO. Feeling aggrieved, the petitioner made a representation dated 4th September, 2000 requesting the DLLRO to give the possession. As the DLLRO took no steps, the petitioner through his learned advocate served a notice dated 13th October, 2000. The PLLRO, however, remained silent.

13. Feeling aggrieved, the petitioner again moved this Court by filing Writ Petition No. 18994 (W) of 2000, Needless to say that the DLLRO was one of the respondents in this case also. This writ petition was also contested by the respondents. After hearing the parties, it was disposed of by Dilip Kumar Seth, J by an order dated 4th December, 2000. His Lordship was pleased to direct the respondents to hand over possession of the leased area to the petitioner, after compliance with all formalities by him, if not already complied with; the possession was directed to be handed over within two months from the date of communication of the order.

14. However, possession was not given to the petitioner. By letter dated 25th January, 2001 the Assistant Secretary directed the DLLRO to furnish information about delivery of the possession. As the DLLRO was not taking any steps, the petitioner submitted a representation dated 26th February, 2001 to the Assistant Secretary.

15. After all these, at long last, a letter dated 6th April, 2001 was issued by the DLLRO, Burdwan. It was addressed to the petitioner, and sent by registered post with acknowledgement due. The contents of this letter are as follows:

"Sub:-- Mining dues towards cess in connection with long term mining lease of sand from plot No. 1951 to 1955 of Mouza-Gaitanpur under P.S-Khandaghosh.

It appears from the office records that you have extracted 5,94,475 cft. of sand from plot No. 1951 of mouza-Gaitanpur under P.S-Khandaghosh during the period from 23.6.86 to 21.12.91 as a long term mining lessee of sand.

For the said extraction total amount of cess realisable comes to Rs. 80,254.15 out of the said amount you have deposited Rs. 27,359.40 only.

Besides you have extracted 90,000 cft. of sand from mouza-Khargeswar under P.S-Burdwan Sadar unauthorisedly. For which an amount of Rs. 58,500.00 towards royalty is realizable from your end.

Hence you are hereby directed to deposit Rs. 1,11,394.72 (Rs. 52,894.72 as cess + Rs. 58,500.00 as royalty) only to this end within 7 days from the date of receipt of this letter through the A/C payee demand draft drawn in any branch of S.B.I, payable in favour of D.L.& L.R.O., Burdwan at main branch S.B.I, Burdwan failing which appropriate action will be taken against you as per law."

16. By a letter dated 24th September, 2001, through his learned advocate, the petitioner replied to the letter dated 6th April, 2001 issued by the DLLRO. The petitioner's reply was that (a) without taking a fresh decision in terms of Court's order dated 5th October, 1993 the demand for the alleged unauthorized extraction of sand could not have been lawfully made, and (b) in terms of the Supreme Court decision in the case of District Mining Officer and Ors. v. Tata Iron and Steel Company and Anr., reported in 2001 AIR SCW 2827, the DLLRO had no power to collect cess after 4th April, 1991.

17. In spite of repeated approach, the possession of the leased area was, however, not delivered to the petitioner by the DLLRO. The reasons for not delivering the possession were also not disclosed. Hence he again moved this Court by filing the present writ petition on 11th March, 2002. His prayer is: for a writ of mandamus to command the respondents, including the DLLRO, to hand over, at once, the possession of the leased area to him. By an order dated 3rd April, 2002 directions were given for filing opposition by the respondents within four weeks. This order was passed in presence of the learned advocate for the respondents. As the respondents did not file opposition within the time, and the petitioner wanted an expeditious hearing of the writ petition, he filed an application dated 17th February, 2003 praying for fixing an early date of hearing of this writ petition. It was registered as C.A.N. No. 1525 of 2003. By an order dated 3rd April, 2003 this application for early hearing was disposed of with the directions that the writ petition would appear for orders in the monthly list of April, 2003. Just before this order the respondents had affirmed their opposition on 2nd April, 2003.

18. The respondents have contested the case by filing a joint opposition dated 2nd April, 2003. It has been affirmed by the Special Revenue Officer of the office of the DLLRO, Burdwan on behalf of respondent Nos. 1 to 5. The case of the respondents is:--(a) in terms of the lease dated 10th July, 2000, possession of the leased river bed was not given and cannot be given to the petitioner, until and unless he pays the amounts demanded by the DLLRO by his letter dated 6th April, 2001; (b) the execution and registration of the lease deed in favour of the petitioner does not entitle him to the possession of the leased river bed, unless he pays all the amounts demanded by the DLLRO in connection with the previous lease and for the unauthorized mining operation in plot No. 567; (c) the petitioner suppressed in his writ petition the fact of the demand made by the DLLRO by issuing the letter dated 6th April, 2001, and (d) in terms of order dated 4th December, 2000 passed by Dilip Kumar Seth, J, in petitioner's writ petition, possession of the leased river bed is to be handed over to him, only on

his complying with all the formalities, and since the petitioner failed to comply with the formalities as indicated by the DLLRO in his letter dated 6th April, 2001, there was or is no scope of delivering possession of the leased river bed to the petitioner.

19. By filing a reply dated 17th April, 2003 the petitioner, while denying the allegation of suppressing any material fact, alleged that the respondents rather suppressed in their opposition the facts of the two previous writ petitions (filed in 1990 and 1993) regarding the alleged unauthorized extraction of sand by him from plot No. 567 in Mouja Khargeswar, and the orders passed therein. He contended that the amount demanded by the DLLRO by his letter dated 6th April, 2001 was not payable by him or the payment thereof was not a formality required to be complied with by him as a condition precedent to getting delivery of possession of the leased river bed in terms of the existing lease dated 10th July, 2000.

20. After hearing the learned counsel for the parties, perusing the materials on record, and considering the relevant provisions of the Rules, I find that the petitioner is entitled to get relief in the present proceeding. I so find for the reasons recorded hereinafter,

21. From the facts narrated hereinbefore the only question that arises for consideration in this case is:-- whether withholding of delivery of possession of the leased area of the river bed to the petitioner by the DLLRO on the ground of non-payment of the cess and royalty as demanded by his notice dated 6th April, 2001 is legal and justified.

22. The facts of the case do not depict a very happy picture of adherence to the required fairness, non-arbitrariness and absence of unreasonableness in the action of the DLLRO, whose unwritten, undisclosed, and uncommunicated decision to withhold the delivery of possession of the leased area of the river bed has driven the petitioner to this Court for the second time in succession.

23. By a letter dated 20th November, 1990 the DLLRO demanded payment of Rs. 58,500/- for alleged extraction of sand by the petitioner from a plot which was not covered by the previous 1986 lease. Such demand gave rise to two successive writ petitions:--(1) C.O. No. 14776 (W) of 1990 and (2) C.O. No. 18612 (W) 1993. The ultimate decision given by the DLLRO on 9th June, 1993 demanding this amount on account of alleged unauthorized extraction of sand was set aside by the Writ Court by order date 5th October, 1993 passed in C.O. No. 18612 (W) of 1993. In terms of liberty granted by this order, no fresh order was passed by the DLLRO demanding payment of any amount on account of the alleged unauthorized extraction of sand by the petitioner.

24. During pendency of Court case regarding the demand for alleged unauthorized extraction of sand, on 20th December, 1990 the petitioner applied for renewal of the previous 1986 lease. Presumably, it was accompanied by necessary certificate showing clearance of all mining dues by the petitioner, as

the requirement of law was such. Pending consideration of the renewal application, the DLLRO by notices dated 22nd February, 1991 and 7th April, 1993 demanded certain amounts stated to be outstanding in connection with the previous 1986 lease on account of royalty, cess and surface rent. Such amounts were paid by the petitioner. On 13th September, 1995 the Government decided to renew the lease. Petitioner was directed to submit the draft-mining lease. The formalities that were required to be complied with by the petitioner were mentioned in the letter dated 13th September, 1995. By way of complying with the formalities, he was, inter alia, required to submit the royalty clearance certificate. The execution of the lease was subject to the petitioner's clearing all outstanding mining dues as might be reported by the DLLRO. The lease deed finally came to be executed on 10th July, 2000. It was duly registered. The facts of execution and registration of the lease deed must give rise to the presumption that the petitioner had complied with all the formalities as were required to be complied with under the law, and further that the DLLRO had not reported to the competent authority about any amount remaining unpaid by the petitioner towards mining dues. The Assistant Secretary of the concerned department, being the competent authority under the law, forwarded a copy of the lease deed to the DLLRO on 10th August, 2000. The DLLRO was directed to deliver possession of the leased area to the petitioner, who was to commence the operations within three months from 10th July, 2000. As nothing was done by the DLLRO for delivery of possession, the petitioner moved this Court by filing the first writ petition. The DLLRO contested this case. He did not disclose to the Court the reasons for withholding the delivery of possession of the river bed. The writ petition was disposed of by an order dated 4th December, 2000 with the direction upon the DLLRO to deliver the possession on compliance with all formalities by the petitioner, if not already complied with. Possession remained undelivered. The Assistant Secretary again directed the DLLRO by letter dated 25th January, 2001 to deliver possession of the leased area to the petitioner. The petitioner made representation on 26th February, 2001. Nothing could move the DLLRO. Then came to be issued his letter dated 6th April, 2001. By this letter the DLLRO demanded two amounts:-- (1) Rs. 52,894.72 on account of alleged outstanding cess in connection with the previous 1986 lease (which expired in the year 1991), (2) Rs. 58,500/- on account of royalty for the alleged unauthorized extraction of sand (although the same demand previously made by the DLLRO by order dated 6th June, 1993 had been set aside by the Writ Court). In this letter dated 6th April, 2001 not a single word was uttered about the delivery of possession of the leased river bed in terms of the lease executed by the Government on 10th July, 2000, The DLLRO rather threatened the petitioner with appropriate action according to law, if the petitioner failed to pay the amounts demanded by this letter. This letter was replied to by the petitioner. He denied and disputed his liability. No action according to law as per warning was taken by the DLLRO. The possession, however, remained undelivered. No reasons were disclosed for non-delivery of the possession. For getting possession, for the second time the petitioner approached this Court by filing this writ petition.

25. It is only in the opposition to this writ petition, for the first time the DLLRO has given the reasons for withholding the delivery of possession. The DLLRO says that the execution and registration of the lease dated 10th July, 2000 is absolutely of no worth, and the petitioner is not entitled to get delivery of possession of the leased river bed, so long as he does not pay the amounts demanded by his letter dated 6th April, 2001. The DLLRO says that in terms of the order passed by this Court on 4th December, 2000 (by Dilip Kumar Seth, J) possession of the river bed was to be delivered to the petitioner only on his complying with all the formalities, and as he failed to comply with the formality of paying the dues demanded by the letter dated 6th April, 2001, he is not entitled to get possession of the leased river bed inspite of the lease executed by the Government.

26. It appears, the DLLRO withheld the delivery of possession of the leased river bed absolutely without any valid reason or authority to do so. The lease was executed on 10th July, 2000. Till 6th April, 2001 he remained completely silent inspite of repeated directions given by his superior authorities, and submission of repeated representations by the petitioner requesting him to deliver the possession. In his letter dated 6th April, 2001 he did not mention that delivery of possession was withheld for non-payment of the dues mentioned therein. The non-payment of such dues, in any event could not be used as a ground for withholding the delivery of possession of the leased river bed.

27. The lease was executed and registered, presumably, after the competent authority was satisfied about the payment of all outstanding mining dues by the petitioner, because clearing of all mining dues was a condition precedent to the execution of lease by way of renewal of the previous lease. The lease deed did not provide any condition and/or clause and/or term whereunder delivery of possession of the leased river bed was made subject to payment of any amount to be demanded by any authority, including the DLLRO, subsequent to the execution and registration of such lease. The lease was executed and registered only after the petitioner had complied with all the statutory requirements. Under the Rules or the terms and conditions of the lease he was not required to comply with any other formality for getting delivery of possession of the leased river bed.

28. The contents and purport of the letter dated 6th April, 2001 being as noted before, I do not find any substance in the contention that non-mention of this letter by the petitioner in his petition, would amount to suppression of any material fact, so as to disentitle him to any relief from the Writ Court. As we know, a suppression of fact, unless material (that is to say, unless inseparably and essentially connected with the issue involved) is not to be weighed against a person for denying him relief, if he is otherwise entitled to the same. On the facts of this case, it is clear that the petitioner's grievance regarding delivery of possession was never linked by the DLLRO himself with the alleged non-payment of the amounts demanded by his letter dated 6th April, 2001. The link created by him for the first time in his opposition, is clearly not a bona fide one.

29. It also appears, the DLLRO quite deliberately sought to give a distorted interpretation to the order dated 4th December, 2000 passed by Dilip Kumar Seth, J. Such deliberate misinterpretation, to suit his purpose, came only when he filed opposition dated 2nd April, 2003 to this writ petition. There is hardly any doubt that he wanted to shield his gross and deliberate inaction by such distorted interpretation of Court's order. In his opposition he has taken the stand that in terms of the order dated 4th December, 2000 the petitioner was required to comply with the formality of paying the amount demanded by him, as a condition precedent to get the delivery of possession. This is a deliberate attempt by the DLLRO to render the lease executed by the Government frustrated. The DLLRO apparently, adopted an arm-twisting policy by grossly abusing his official position.

30. In terms of the previous 1986 lease and the provisions of the law, if any amount, was found to be due from the petitioner, on his failure to pay such amount on demand, it could be realized only by initiating legal proceeding under the Bengal Public Demands Recovery Act. Once the lease was executed and registered, for non-payment of such dues, if any, the delivery of possession of the leased river bed could not be withheld by the DLLRO. Non-payment of any amount by the petitioner as per demand could no doubt be a valid ground not to grant the fresh lease. Payment of any demanded amount could also be insisted upon as one of the formalities required to be complied with for getting renewal of the previous lease. But after execution of the lease by the competent authority, the DLLRO had no authority to demand any amount and make its payment by the petitioner a mandatory formality required to be complied with by him, before asking for delivery of possession of the leased river bed in terms of the existing lawful lease.

31. There is no doubt that the DLLRO by abusing his official position demonstrated and applied extra legal powers to withhold the delivery of possession of the leased river bed, and his such illegal and grossly arbitrary conscious actions and inactions have not only caused loss and prejudice to the petitioner, but have also caused apparent considerable financial loss to the Government. In terms of the lease, from 10th July, 2000 the petitioner was obliged to pay to the Government the royalty that was anticipated to be Rs. 1,57,050.00 per annum. By not allowing the petitioner to carry on the mining operations on the leased river bed, the DLLRO has caused financial loss to the Government on account of loss of such royalty from 10th July, 2000. If any amount was due from the petitioner, he was free to initiate legal proceeding in accordance with law. The DLLRO instead adopted arm-twisting policy as the best policy. Such actions and inactions on the part of a person in the administration raises doubt in the mind of a person of reasonable prudence as to what prompted such person to adopt such an extra legal procedure.

32. The conduct of the DLLRO does not appear to be clean. The facts narrated before leave no room for any doubt that he withheld the delivery of possession of the leased river bed illegally, and the withholding is totally unjustified, arbitrary

and unreasonable. His plea that the execution and registration of the lease is useless and insignificant, appears to be utterly reckless. The lease was executed by the Joint Secretary on behalf of the Governor. It was executed only after the petitioner, presumably, complied with in the required statutory and other formalities. As a Government servant it was absolutely beyond his power and/or authority and/or jurisdiction to question the validity of the lease in such an oblique manner. There is no provision of law or condition in the lease deed which makes delivery of possession of the leased river bed by the DLLRO subject to the petitioner's complying with some formality or the other. The DLLRO, it appears, did not also care to obey the directions given by the Assistant Secretary of the concerned department. For alleged non-payment of the dues connected with the previous 1986 lease or in connection with the alleged unauthorized extraction of sand, the DLLRO was not empowered to render the lease executed by the competent authority infructuous and nugatory. He clearly overreached his powers, authorities, and jurisdiction. He was bound to deliver possession of the land in terms of the lease. According to law, if any amount was found to be due from the petitioner in connection with the previous 1986 lease or in some other connection, the DLLRO was free to initiate legal proceedings against the petitioner. Admittedly, he did not initiate any such legal proceedings. The question whether the petitioner was and is liable to pay the amounts demanded by the DLLRO by the notice dated 6th April, 2001 need not be gone into in the present proceeding. The petitioner disputed his liability. If the DLLRO thought the petitioner was liable, he was required to initiate legal proceedings. But he could not adopt the arm-twisting policy and render the Government's actions fruitless, causing financial loss to the Government.

33. Hence I find that the DLLRO withheld the delivery of possession of the leased area of the river bed to the petitioner absolutely illegally and without any justification. Therefore, the petitioner is entitled to the relief as prayed for in the petition. He has only prayed for a mandamus to direct the respondents to deliver possession to him. He has not prayed for damages and/or compensation.

34. For the foregoing reasons the writ petition is allowed. The DLLRO, the respondent No. 5, is hereby directed to deliver possession of the area of river bed covered by the lease dated 10th July, 2000 to the petitioner within 24(twenty-four) hours from the moment of communication of a copy of this judgment and order to him. The petitioner will be at liberty to approach the appropriate forum for claiming damages and/or compensation for the loss he suffered because of the illegal and unjust withholding of the delivery of possession of the leased river bed to him by the respondents and particularly by the DLLRO. As I have found that the delivery of possession of the leased area was withheld by the DLLRO absolutely illegally and without any justification, I direct the DLLRO, the respondent No. 5, to pay costs of this proceeding to the petitioner assessed at Rs. 15,000.00. He shall pay the costs to the petitioner within a week from the date of communication of a copy of this judgment and order to him.

35. Urgent xerox certified copies of this judgment and order may be supplied to the learned advocates for the parties, if applied for. The Registrar General is directed to send, at once, a copy of this judgment and order to the Chief Secretary to the Government of West Bengal for his information about the manner in which the Government revenue has been lost, and for taking necessary action.