
(2025) 12 CAL CK 1745
In the Calcutta High Court, Appellate Side
Case No : WPA 21506 Of 2025

Saroj Kumar Mandal

APPELLANT

Vs

State of West Bengal & Ors

RESPONDENT

Date of Decision : 16-12-2025

Acts Referred:

Citation : (2025) 12 CAL CK 1745

Hon'ble Judges : Smita Das De, J

Bench : Single Bench

Advocate : Sattwik Bhattacharyya, Aashutosh Bhattacharyya, Aritra Roy, Reshma Sharma, Rohit Basak, Amal Kumar Sen, Arindam Chattopadhyay, Samik Dey , Aishwarya Rajyashree, Debabrata Saha Roy, Neil Basu, Sankha Biswas, Avidipta Paul, Oindrilla Sarkar

Final Decision : Dismissed

Judgement

Smita Das De, J

1. Parties are represented through their respective learned counsels.
2. The petitioner in the instant case is the stage carriage permit holder bearing P.St.P. No. WB 2022-SC-0271A covered by a vehicle No. WB55A 7283 on the Inter State Route Bankura to Tata via Jhilimili, Ghatshila (B-55).
3. The impugned minutes of the virtual meeting held in compliance of the solemn order passed by the Co-ordinate Bench of this Court on 16.05.2025 in connection with the writ petition No. WPA 22882 of 2025 along with the decision of the Secretary Transport Authority (STA), West Bengal dated 23.03.2025, are subject matter of challenge in the instant writ petition.
4. Apropos, the facts of the case is that the permit was granted to the petitioner from Bankura to Tata via Khatra, Jhilimili, Bandwan, Ghatshila having a route length of 146 km. The timetable was Subsequently approved by the STA, Jharkhand on 14.07.2023 from Bankura to Tata via Khatra, Jhilimili, Ghatshila

and Bandwan. The timetable of the said alignment was provisionally approved for two months thereafter extended time to time by allowing the vehicle to ply till 01.09.2027.

5. Main grievance of the petitioner is with regard to the route alignment against which an objection was raised for plying his vehicle by touching Bandwan in Purulia. As per the Reciprocal Transport Agreement 2004 (hereinafter referred to as the said agreement) entered in between the two States i.e. State of West Bengal and Jharkhand, the route mentioned is from Bankura to Tata via Khatra, Jhilimili and Ghatshila for which the issuing authority had already granted the permit to the permit holder. The dispute emanates from the issue of inclusion of the stoppages in the petitioner's timetable as approved by the State Transport Authority, West Bengal. The stoppage 'Bandwan' in the timetable per se, was never considered as intermediate stoppage, forming to be a part of the alignment in question.

6. A rival operator raised an objection against the petitioner's vehicle for not plying the vehicle according to the approved route alignment as mentioned in the said agreement.

7. Thereafter the objection was considered directing inter alia, on 05.02.2024 the petitioner to follow the approved route alignment strictly as per the said agreement without touching Bandwan (Purulia) and to produce original Part-A and B for making necessary changes in respect of the regions covered in the permit.

8. The petitioner neither produced the original Part-A and B for correction nor revised the timetable by deleting Bandwan (Purulia) on the contrary raised an objection in writing before the authority concerned.

9. Due to non-compliance of the order dated 05.02.2024 a show-cause notice was accordingly issued against the petitioner. Thereafter, the petitioner challenged the order dated 05.02.2024 along with the show-cause notice before this Court.

10. A Co-ordinate Bench of this Court by an order dated 22.05.2024 was pleased to set aside the show-cause notice as well as the order dated 05.02.2024 directing, inter alia, the State Transport Authority, West Bengal to consider and dispose of the representation dated 29.02.2024 as submitted by the petitioner within a month from the date of communication of the order in accordance with law. In the event, state Transport Authority, West Bengal contemplates to modify/alter the Reciprocal Agreement, the authority shall comply with the directions made by the Division Bench of this Court on 05.04.2024 in APO 133 of 2023.

11. Subsequent thereto, the STA, West Bengal in compliance of such order decided that the path through which the vehicle. of the petitioner is plying i.e. Kuchia, Mahalia to Bundwan was not in existence at the time of publication of the said agreement. The said decision was confirmed by the Regional Transport

Officer, Purulia with a direction to the petitioner to ply through Jhargram District instead of Bandwan (Purulia).

12. Being aggrieved by such decision the petitioner made a representation before STA Jharkhand for correction of the route length since there arose a discrepancy with regard to the coverage of the total distance in the route (from Bankura to Tata via Jhilimili, Ghatshila (B-55) which shall be 163 km instead of 146 km.

13. A further writ petition was filed being WP No. 22882 of 2024 challenging inter alia, the approval of the coverage of the shortest possible route to be held from Bankura to Tata via Jhargram instead of Bandwan.

14. After careful consideration of the same, another Co-ordinate Bench of this Court by an order dated 26.03.2025 was pleased to direct both the authorities, namely, State Transport Authority, West Bengal and State Transport Authority, Jharkhand to hold a joint meeting either physically or virtually to arrive at mutual consensus by passing a reasoned decision.

15. Pursuant to such decision both the authorities finally held the joint meeting together on 23.05.2025 and unanimously resolved which is quoted below:-

"After threadbare discussion and submission made by the petitioner it was unanimously resolved.

a) The length of the instant route as mentioned in the Reciprocal Transport Agreement 2004 is 146 km. The revised measurement of the route came to 163 km which was duly informed to STA, Jharkhand. However considering the complaints of the petitioner the actual length of the instant route will be re-measured by both the States within their respective jurisdiction and be shared with each other to finalise the actual total length. Once finalized the actual total length will be recovered in the relevant documents of the petitioner.

b) The stoppage 'Bandwan' as was erroneously entered in the timetable of the petitioner cannot be allowed as it goes against the route alignment mentioned in the reciprocal transport agreement, 2004. Besides as per the report of RTO, Purulia at the time of publication of reciprocal transport agreement, 2004, this road did not exist.

Therefore, petitioner is directed to ply his covered vehicle no. WB55A 7283 strictly through the route alignment as mentioned in the Reciprocal Transport Agreement, 2004 and should revise his timetable as per the route alignment stated in the Reciprocal Transport Agreement, 2004 executed between the States of West Bengal and Jharkhand."

16. Being aggrieved by the said resolution taken by the authorities of the two States is the subject matter of challenge before this Court.

17. The petitioner submits that already the permit has been granted by the State Transport Authority, being the permit issuing authority on 04.11.2022 with a route alignment from Bankura to Tata via Jhilimili, Ghatshila having a route

length of 146 km which was accordingly countersigned by the State Transport Authority, Jharkhand as per the said agreement of 2004 executed between the two states.

18. A provisional approved timetable for two months was issued indicating the stoppages from Bankura to Tata via Khatra, Jhilimili, Ghatshila by including Jhargram instead of Bandwan.

19. Upon consideration of the issue involved herein, the authorities directed the petitioner to ply his vehicle from Bankura to Tata via Jhargram and to include the same in the timetable by deleting Bandwan. The petitioner submits that the distance of the route covering Bankura to Tata via Jhargram is 176km more than the distance covered by touching Bandwan. Such enhancement of the distance route is 24 km which is not permissible in law. For all practical purposes, the petitioner requested the authority to grant the most viable and feasible route i.e. from Bankura to Tata, Khatra via Bandwan, Ghatshila.

20. The petitioner raised a cross-objection for changing the routes via Jhargram instead of Bandwan without seeking prior permission from the reciprocating counterpart.

21. The petitioner draws the attention of this Court at Page-66 of the writ petition a letter dated 01.02.2024 issued by the Assistant Engineer, Manbazar Highway Su-Division, P.W, Roads Directorate certifying that the Bandwan Asanpani Road, MDR, 2 Lane originates from Bandwan and ends at Asanpani connecting to Galudi Road. The Captioned road belongs to Public works Department (Govt. Of West Bengal) which is being maintained by Purulia Highway Division, PWD (roads) since 1985.

22. In the mean time for non compliance of the decision of the two authorities, the vehicle of the petitioner was blacklisted. The petitioner was pushed to ply via Jhargram instead of Bandwan on the ground of there being no existence of a road, which runs contrary to the certificate given by the Assistant Engineer of Highway Authority.

23. It is also submitted that the portion of the route passing through Chakadoba, Belpahari, Kankrajhore and Ghatshila runs through the Mayurjharna Forest where there are no motorable road and designated bus stops for picking up passengers.

24. It is further submitted that though the inter-state route has been endorsed as 146 km as per the inter-state reciprocal agreement dated 29.04.2004, as such there is no practical and feasible points of alignment in the said route which can cover 146 kms. The shortest feasible points of alignments of the said route can be Bankura to Tata via Khatra, Jhilimili, Bandwan and Ghatshila.

25. The petitioner submits that no opportunity of hearing was given to the petitioner at the time of taking the decision by the authority concerned.

26. Learned counsel appearing for the respondent no.4 strenuously argues that

the petitioner's prayer is absolutely misconceived and is beyond the scope of the said agreement dated 29.03.2004 as entered into between the two respective transport authorities. He submits that as per the agreement, the route alignment is only from Bankura to Tata via Khatra, Jhilimili, and Ghatshila and there can be no scope for any modification and/or alteration of the route without complying the due procedure of law.

27. The petitioner has already given an opportunity of hearing on four occasions by the respondent authorities and as such the question of violation of natural justice does not arise at all.

28. Respondent no.4 relies upon an enquiry report dated 2.11.2023 regarding the existence of path Kuchia/Mahalia to Bandwan in the year 2004, which is reproduced below:-

"As per direction from the Regional Transport Officer, Purulia I have enquired regarding illegal plying of vehicle bearing registration No. WB55A-7283 covered under P.St.P No.WB2022-SC-0271A from the route from Bankura to Tata via Jhilimili, Ghatshilla. During physical verification on 01.11.2023 I found that the route from Bandwan to Kuchia/Mahalia was not existing at the time of publication of reciprocal Transport Agreement, 2004 (vide notification no. 1350-WT dates 29/03/2004)."

29. Learned counsel for the respondent no.4 also submits that the resolution dated 04.07.2024 was taken by the State authority upon giving an opportunity of hearing to the petitioner. At the time of publication of the said agreement, the route through which the petitioner is plying the vehicle i.e. Kuchia/Mahalia to Bandwan did not exist at that relevant point of time. Having on other alternative, Transport Officer, Purulia permitted to ply the petitioner from Jhargram District instead of Bandwan.

30. Learned counsel for the State-respondents submits that any modification or alteration or corrections if required in the Reciprocal Transport Agreement, can be made in terms of Clause-2 of the said Reciprocal Transport Agreement. The petitioner has already been directed to produce the original "A and B" before the authority for the correction of the timetable but the same was not adhered to by the petitioner.

31. After hearing the rival contentions of the parties and upon perusing the records, I am of the concerned view that from records it appears that ample opportunities were given to the petitioner to place his case before the authority concerned prior to the decision taken for the change of route from Bankura to Tata via Jhillimili, Ghatshila, by touching Jhargram instead of Bandwan (Purulia).

32. From the enquiry report, it is apparent that the route from Bankura to Tata via Jhilimili, Ghatshila was not in existence at the time of publication of the Reciprocal Transport Agreement, 2004.

33. The State Transport Authority inadvertently allowed the petitioner to ply his

vehicle from Bankura to Tata via Jhilimili, Ghatshila by touching Bandwan.

34. I find that as such there is no legal infirmity in the decision making process and at this stage no interference is warranted. The decision taken by the State Transport Authorities dated 23.05.2025 is upheld.

35. The petitioner is directed to ply his vehicle through the route alignment as mentioned in the said agreement and revise the timetable accordingly as per the route alignment recorded between State Transport Authority, West Bengal and Jharkhand.

36. Both the States are directed to measure the actual length of the instant route within their respective jurisdiction and share the same with each other to finalise the actual total length in order to record the same in the relevant documents of the petitioners.

37. It is apparent from the report of the RTA, Purulia that at the time of publication of the said agreement, the road did not exist therefore, the question of touching a route having no road, for all practical purposes, no permission can be granted to the petitioner to ply his vehicle in the said route as desired for.

38. The authorities are accordingly directed to revise the timetable forthwith in respect of the route length as mentioned in the reciprocal transport agreement and take steps accordingly.

39. With the above observations, this writ petition. WPA 21506 of 2025 stands dismissed, without any order as to costs.

40. Photostat certified copy of this order, if applied for, be furnished expeditiously.