09.10.2026
Sl. No. 06 (DL)
Ct.No.19
(Susanta)
(Bench I.D. 266052)

WPA 27395 of 2026

Mukul Kundu
Vs.
The State of West Bengal & Ors.

Mr. Kallol Basu,
Mr. Suman Banerjee,
... For the Petitioner.
Mr. Tapas Kumar Sil,
Mr. Partho Sarathi Biswas,
... for the State.
Mr. Sanjay Saha,
Mr. Raju Mondal,
Ms. Indrani Mukherjee,
... for the Respondent Nos. 2-4.

1. Affidavit of service as filed today on behalf of the writ petitioner is taken on record.

2. The writ petitioner, respondent State and the respondent Corporation are represented by their respective learned advocates.

3. At the time of hearing, Mr. Basu, learned advocate appearing on behalf of the writ petitioner draws attention of this Court to the judgment and order dated 02.07.2026 as passed by this Court in **WPA 14231 of 2026** (***Raju Mandal Vs. The State of West Bengal & Ors.***) as well as the judgment and order dated 14.09.2026 as passed in **WPA 23649 of 2026 (*Probhat Barui Vs. The State of West Bengal & Ors.*)**

4. It is argued by Mr. Basu that the subject matter as involved in the instant writ petition is identical

with the subject matters in the case of **Raju Mandal** (supra) and **Probhat Barui** (supra) wherein similar such notices were impugned which are identical with the impugned notice dated 19.08.2026 as has been annexed at page no. 188 of the instant writ petition.

5. It is argued by Mr. Basu that on perusal of the impugned notice dated 19.08.2026, the respondent authorities more specifically the respondent no. 6 authority has demanded a sum of Rs.3,71,89,352.00/- from the writ petitioner on account of purported revised quantity on sand at the sand block Galsi-II/Shikarpur/1901(P), 1540(P)/B with area 4.45 Hectare/10.9915 acre.

6. It is submitted by Mr. Basu that in the case of **Raju Mandal** (Supra), this Court has already held that the respondent State authority cannot claim any further amount from the writ petitioner/lessee in the event he extracts sand to the extent as mentioned in the relevant registered deed of lease since the said quantum perfectly matches with the total mineral reserved as indicated in the Environmental Clearance Report.

7. It is further argued by Mr. Basu that in the case of **Probhat Barui** (Supra) and in the case of **Raju Mandal** (Supra) the same view was taken by this Court.

8. It is further argued by Mr. Basu that in the instant writ petition, it is the specific case of the writ petitioner that after execution of the registered deed

of lease the respondent no. 6 authority cannot demand any further amount in the event the writ petitioner extracts to the limit as mentioned in the lease deed which is in accordance with the Environmental Clearance Report.

9. Mr. Saha, learned advocate appearing on behalf of the respondent Corporation and its instrumentalities submits before this Court that the same view may be taken as has been taken by this Court in the case of **Raju Mandal** (Supra) and **Probhat Barui** (Supra).

10. Learned advocate appearing on behalf of the respondent State vehemently opposes the prayer as made by the writ petitioner by saying that the facts and circumstances as involved in the instant writ petition are distinguishable from the facts of circumstances of the case of **Raju Mandal** (Supra) and **Probhat Barui** (Supra).

11. On careful perusal of the entire materials as placed before this Court and after hearing the learned advocate for the contending parties, it appears to this Court that the facts and circumstances as involved in the instant writ petition are purely identical with the facts and circumstances as involved in the case of **Raju Mandal** (Supra) and **Probhat Barui** (Supra).

12. In view of such, this Court has no other alternative to hold that the respondent authority more specifically the respondent no. 6 authority

cannot claim any further amount from the writ petitioner/lessee, in the event, he extracts sand to the extent as mentioned in Clause 3(b) of Part-VII of the registered Deed of Lease dated 18.08.2025 since the said quantum perfectly matches with the total minerable reserve as indicated in the EC report dated 08.04.2025.

13. On being asked by this Court, Mr. Saha, learned counsel could not show any provision of Law or Rules, more specifically from the Rules of 2021 that after execution of the registered Deed of Lease, the respondent no.6 authority can demand any further amount from the lessee in the event the excavation of remains within the agreed limit.

14. In view of the discussion made hereinabove, the instant writ petition succeeds and is hereby allowed.

15. Consequently, the respondent no.3 authority is directed to issue excavation permit/challan for excavation of sand from the sand block being Plot No: 1540(P), 1901(P), J.L. No.-117, Mouza: Shikarpur, P.S: Galsi, District: Purba Bardhaman, West Bengal bearing e-auction ID No. 2017_WB-210 in favour of the writ petitioner after obtaining necessary compliance from the respondent no.6 authority positively within 10 working days from the date of communication of the server copy of this order without insisting any further payment by the writ petitioner.

16. The time limit, as fixed by this Court, is peremptory and mandatory.

17. Liberty is given to the learned counsel on record for the writ petition to communicate the server copy of this order to the respondent nos.3, 4, 5 and 6 authorities, who are directed to act on the server copy of this order.

18. Before parting with, it is, however, made clear that in the event, the writ petitioner is found to be excavated more amount of minor minerals i.e. the sand as have been mentioned in the said registered Lease of Deed, the respondent authorities are at liberty to take appropriate legal action, in accordance with law.

19. Urgent photostat certified copy of this order, if applied for, be furnished to the parties expeditiously upon compliance o all legal formalities.

(Partha Sarathi Sen, J.)