IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.21160 of 2026

CNR No.ODHC010452552026

Arun Kumar Chatterjee & Others .... ***Petitioners***

Mr. D.P. Mohanty, Advocate

-versus-

State of Odisha and Others .... ***Opp. Parties***

Mr. J.K. Bal, AGA

CORAM:
THE HON'BLE MR. JUSTICE CHITTARANJAN DASH

ORDER

Order No. **08.09.2026**

01. 1. Heard learned counsel for the Parties.

2. By way of the present application, the petitioners assail the order dated 05.03.2026 passed by the learned Additional Commissioner, Settlement and Consolidation, Balasore in Settlement Revision Case No.321 of 2018, whereby the revision petition filed by them under Section 15(b) of the Odisha Survey and Settlement Act, 1958 came to be dismissed. A copy of the said order has been placed on record as Annexure-7 to the writ petition.

3. The dispute pertains to an extent of Ac.0.025 decimals of land corresponding to M.S. Plot No.1061 under Khata No.579 of Mouza-Jadpur, Balasore, corresponding to portions of Sabik Plot Nos.32 and 1589 of Mouza-Srikanthapur. The record indicates that, at the time of the original Khasmahal lease, the land formed part of Sabik Plot Nos.32/2 and 1589/3 and was recorded in the Sabik record under the Public Works Department with the character "Sadak". On 28.01.1935, a Khasmahal lease in respect of the

aforesaid land was executed in favour of Asutosh Chatterjee. The lease was for a specified term and the leased premises were subsequently dealt with under further lease deeds, including Lease Deed No.2581 dated 30.03.1979 and Registered Lease Deed No.1763 dated 30.12.1981, both in favour of Bishnupada Chatterjee, son of Asutosh Chatterjee. In the meantime, a proceeding was initiated in the year 1974 by the predecessor-in-interest of the present petitioners seeking recording of the land in his favour. The Assistant Settlement Officer, upon consideration of the matter, held that the lease was no longer subsisting and that the possession was permissive in nature under a temporary lease arrangement. The claim for recording the land in private favour was accordingly rejected and the land was directed to be recorded in accordance with its Sabik status under the P.W.D. khata.

Thereafter, the land continued to be the subject matter of the aforesaid lease arrangements, and the record contains rent receipts said to have been issued in respect thereof. Following the death of Bishnupada Chatterjee, the present petitioners applied in the year 1993 for further extension of the lease. The record further indicates that, during the Major Settlement operation, the land came to be recorded under the Government/P.W.D. khata with the classification "Nayanjori". The Major Settlement R.O.R. was published in the year 1987. In January, 2018, applications were invited from Khasmahal leaseholders for grant of Record of Rights in respect of the leasehold lands. The petitioners thereafter sought recording of the disputed land in their favour. On 15.04.2018, an Amin undertook measurement of the disputed land, following which the petitioners obtained the certified copy of the M.S. R.O.R. on

19.04.2018. They thereafter instituted Settlement Revision Case No.321 of 2018 before the Additional Commissioner, Settlement and Consolidation, Balasore under Section 15(b) of the Odisha Survey and Settlement Act, 1958, seeking correction of the M.S. R.O.R. and the corresponding map. The said revision was considered by the learned Additional Commissioner upon examination of the revision petition, objections, documents and settlement records and after hearing the parties. By order dated 05.03.2026, the revision petition came to be dismissed, giving rise to the present writ petition.

4. Mr. Mohanty, learned counsel for the Petitioners, submits that the learned Additional Commissioner has failed to appreciate the scope of the revision preferred by the Petitioners under Section 15(b) of the Odisha Survey and Settlement Act, 1958, and has erroneously held that the Petitioners could not be recorded in the Record-of-Rights. He submits that the disputed land was originally held by the grandfather of the Petitioners under a Khasmahal lease granted by the Opposite Party No.1, which was extended from time to time, and that the Petitioners and their predecessors have remained in continuous possession thereof. It is, therefore, contended that the Petitioners are entitled to have the subject land recorded in their favour. Learned counsel further submits that the learned Additional Commissioner has failed to properly construe the relevant provisions of law and has proceeded without due application of judicial mind. On such grounds, it is contended that the impugned order warrants interference and that the prayer made by the Petitioners under Section 15(b) of the Odisha Survey and Settlement Act, 1958, ought to be allowed.

Learned counsel for the Petitioners has also placed reliance upon the decisions of this Court in ***Sunil Kumar Dass (dead) by L.Rs. and others vs. The Revenue Divisional Commissioner, Central Division, Cuttack and others***, reported in **2008 (I) OLR 530**; ***Dinesh Chhapolia and Another vs. State of Orissa and Others***, reported in **2008 (I) CLR 171**; and ***Jyoti Ranjan Mohanty vs. Alok Ranjan Mohanty and others***, reported in **2013 (II) CLR 102**.

5. The legal position with regard to the nature of rights flowing from a Khasmahal lease is no longer *res integra*. In ***Republic of India vs. Prafulla Kumar Samal***, I.L.R. 1976 Cuttack 1392, this Court held that the rights of a lessee under a Khasmahal lease are heritable and transferable and that, where the terms of the lease confer a right of renewal, such right cannot be denied by the lessor. The Court further held that a lessee under a Khasmahal lease can acquire a permanent right of tenancy in the holding and, in this regard, the rights of such lessee are comparable to those of an owner of private land. The aforesaid principle has thereafter been reiterated in ***Satyapriya Mohapatra vs. Ashok Pandit***, reported in **59 (1985) CLT 407**, and ***Sankarlal Verma vs. Smt. Uma Sahu***, reported in **1993 (I) OLR 187**.

6. The same principle was reiterated in ***Abhimanyu Sahu vs. Narayan Chandra Sahu***, reported in **2000 (I) OLR 85**, where this Court declined to accept the view that the expiry of the period mentioned in the lease, by itself, extinguished the rights of the lessees so as to defeat a claim for partition. The Court recognised

the heritable and transferable character of Khasmahal leasehold rights and the inherent right of renewal in the lessee.

7. The aforesaid decisions, however, have to be considered in the context of the terms of the particular lease and the factual circumstances obtaining in each case. The mere description of a property as Khasmahal land does not, by itself, establish a subsisting leasehold right in favour of a person claiming to be the successor of the original lessee. The question before us, therefore, is not merely whether a Khasmahal leasehold interest is heritable or transferable, but whether, on the materials available on record, the Petitioners have established a subsisting right under the lease in question so as to seek correction of the Record-of-Rights under Section 15(b) of the Odisha Survey and Settlement Act, 1958.

8. Schedule-V of the Odisha Government Land Settlement Rules, 1983, as amended by Notification dated 11.02.2010, provides for settlement of Khasmahal land in favour of a person, including his lawful predecessor-in-interest, who was in possession thereof on the basis of a Government lease, whether renewed or expired, for homestead purpose. In the present case, the materials placed on record, including the *Yadast* relied upon by the Petitioners, indicate possession of the Petitioners and their predecessors over the homestead land. The learned Additional Commissioner, while considering the revision, has failed to appreciate the aforesaid legal position in its proper perspective.

9. In view of the aforesaid discussion and the principles laid down in the decisions referred to hereinabove, this Court finds that

the impugned order is not sustainable either on facts or in law and warrants interference.

10. In the result, the impugned order dated 05.03.2026 is set aside. The status of the Petitioners as tenants in respect of the land in question is recognised. The Record-of-Rights shall accordingly be corrected in accordance with law within a period of four (4) months.

(Chittaranjan Dash)
Judge

Sarbani

Signature Not Verified
Digitally Signed
Signed by: SARBANI DASH
Designation: Junior Stenographer
Reason: Authentication
Location: HIGH COURT OF ORISSA, CUTTACK
Date: 10-Sep-2026 17:41:00