IN THE HIGH COURT OF ORISSA AT CUTTACK

WP(C) No.35308 of 2025
ODHC010876392025

Tribeni Behera .... ***Petitioner***

Mr. Prafulla Kumar Kar, Advocate

-versus-

State of Odisha and others .... ***Opposite Parties***

Mr. Sanjib Kumar Swain, Additional Government Advocate

CORAM:
THE HON'BLE THE CHIEF JUSTICE
AND
HON'BLE MR. JUSTICE CHITTARANJAN DASH

ORDER

Order No. **09.09.2026**

01. ***1.*** The present writ petition is filed with the following prayer(s):

"It is therefore prayed that your lordships would be graciously pleased to admit this Writ petition, issue Rule NISI calling upon the opposite parties to submit cause as to why:

i) the impugned order 21.09.2023 passed by the Tahasildar, Reamal would not be quashed/set aside

ii) the Collector, Deogarh/ Opp. Party No.4 would not issue explosive permission in favour of the petitioner

iii) the petitioner would not be allowed to operate the extraction of Dimirimunda Stone Quarry for the period of three years from 2025-26 to 2027-28

iv) The representation dtd. 11.03.2024, 15.09.2024 & 25.04.2025 respectively would not be considered

and if the opposite parties fail to file show cause or show insufficient cause then the above Rule be made absolute;

or in alternative direct the Opp. Parties to refund the entire deposited amount with other expenses amount of Rs.11,67,000/- along with interest @9% p.a. and compensation of Rs.15,00,000/- towards his mental and physical harassment.

And pass any appropriate writ/writs, direction/directions, order/orders as deem fit and proper;

And for this act of kindness, the petitioner as in duty bound shall ever pray."

2. Learned Advocate for the petitioner submitted that the petitioner on 8th July, 2020 executed a quarry lease in respect of Dimirimunda Stone Quarry for a period of three years with approved Mining Plans and valid Environmental Clearance. Despite complying with obligations and paying dues, the petitioner could not extract the requisite quantity due to the administrative exigencies. Though approaches were made, the administration remained lethargic. It is submitted by the learned counsel for the petitioner that the petitioner has made a representation dated 25th April, 2025 before the Deputy Director of Mines, Sambalpur Circle, Sambalpur with prayer either to extend period of lease and provide protection so as to enable him to operate the quarry operations or to refund the royalty and security deposits. Since the representation has not yet been attended to, this writ petition has been filed.

2.1. It is further submitted by learned counsel for the petitioner that this Court directed the authority to consider the representation seeking extension of lease period during which the sand sairat could not be operated by the lease holder in the cases of *Prasanta Kumar Mohanty Vrs. State of Odisha, W.P.(C)*

No.33235 of 2025 vide judgment dated 17.12.2025 and *Suraj Agrawal Vrs. State of Odisha and others, W.P.(C) No.32657 of 2025 vide order dated 06.01.2026*.

3. Learned Additional Government Advocate though resisted grant of extension of period of lease due to absence of power under the statute, however conceded that case of certain lease holders were considered by the competent authority.

4. Considered the aforesaid submissions and contentions of the learned counsel for the respective parties. Having heard the counsel for the respective parties, it is discernible from record that the tenure of the lease in respect of the Dimirimunda Stone Quarry was granted in favour of the petitioner by way of execution of lease deed on 8th July, 2020 for three years and, thereby the period of lease would expire on 7th July, 2023.

5. Perusal of *judgment dated 17.12.2025* in the case of *Prasanta Kumar Mohanty (supra)*, it is revealed that this Court has made the following observations:

> *"7.5. ***It was all along the stand of the State in the said report that the prayer for extension and/or renewal of a period in which the order of the NGT was operative cannot be granted in absence of any statutory Rules or the policy having taken in this regard and in pursuit of determining the same, the apex Court [Dharmendra Kumar Singh Vrs. State of Uttar Pradesh, reported in (2021) 1 SCC 93], in unequivocal terms held that if such a deprivation is shown, which cannot be attributed to the conduct of a mining leaseholder, the law permits the refund of the security deposit and the advanced royalty deposited by him in the following:*

'43. We, thus, find that the appropriate course of action to be adopted in this case cannot be to extend the lease for the obstructed period but to direct that the security deposit, if not already refunded, should be refunded and the amount deposited by the appellants/leaseholders as advance royalties to the respondent State be also paid back to them along with something more.'

7.6. A distinction can be drawn between an involuntary act and a voluntary act. In the event, the lessee or the lessor has committed a fault or committed a breach of the terms and conditions of the lease or the statutory provisions, the equity does not come to play. The position would have been different when neither of the contracting parties is at fault, but the deprivation is by virtue of an interdict created by an order of the NGT, such involuntary act cannot be equated with the voluntary act nor the principles governing such situation should be blurred.

8. As indicated hereinabove, we have noticed that in some of the cases, the Government have taken a decision on the representation of the mining leaseholder to extend the period and, therefore, we direct the authorities to consider the said prayer independently without being swayed by the observations made hereinabove. In the event, the authorities declined to extend the period or renew the lease, the security deposit and the advance royalty paid by the petitioner shall be refunded within two weeks from the said decision with an interest @ 6% per annum from the date of the deposit till the payment thereof."

6. This Court in *Suraj Agrawal Vrs. State of Odisha and others (supra)* observed as follows:-

"*4.4. Having the aforesaid factual matrix and the submissions along with the decision of this Court as referred to above, this Court does not feels it apt to issue writ of mandamus to extend the tenure of lease deed as prayed for by the petitioner.*

4.5. However, this Court is taken to Rule 64 of the OMMC Rules, 2016 which reads as follows:

> *'64. Power of the Government to relax the rules.—*
>
> *The Government may, in the interest of mineral development, relax any of the provisions of these rules in deserving cases in such manner as they deem proper.'*

4.6. In view of the above rule conferring power on the Government to consider deserving case for relaxing the provisions of the OMMC Rules, it may be apposite for the petitioner to approach the Government for doing the needful to enable him to avail benefit of extension as prayed for in the writ petition. This Court, therefore, disposes of the writ petition reserving liberty to the petitioner to approach the appropriate authority, within a period of two weeks from date, as undertaken by the counsel for the petitioner. In the event such representation/grievance petition is submitted to the appropriate authority by the petitioner within the said period, the authority concerned shall consider the grievance of the petitioner pragmatically within a period of eight (8) weeks from the date of filing of such representation and communicate the decision taken thereon to the petitioner forthwith.

4.7. As abundant caution it is clarified that nothing stated above on facts be construed as expression of opinion on the merit of the matter. The appropriate authority is free to take independent decision on the merit of the matter on

the basis of the material placed on record before him by the petitioner."

7. It is the averment of the petitioner that he could not operate the quarry due to the administrative exigencies. This Court is afraid to issue writ of *mandamus* to extend the period of lease on disputed question of fact.

7.1. With the aforesaid background and the submissions advanced by the counsel for the respective parties along with the decisions as referred to above, this Court does not feel it apposite to issue writ of *mandamus* to the opposite parties to extend the tenure of lease deed as prayed for by the petitioner.

8. In such view of the matter, it is directed that the appropriate authority shall consider the representation dated 25.04.2025 seeking extension of lease period without being influenced by any of the observation(s) made hereinabove within a period of four weeks from date. In the event, the authority declines to extend the period or renew the lease, the security deposit and the royalty paid by the petitioner shall be refunded within a period of two weeks from the decision taken with interest @ 6% per annum from the date of deposit till the date of actual payment thereof.

8.1. As an abundant caution, it is clarified that nothing stated above on facts be construed as an expression of any opinion of this Court on the merit of the matter. The appropriate authority is free to take independent decision on the merit of the matter on

the basis of the material placed on record before him by the petitioner.

9. With the aforesaid observations and direction, the writ petition along with pending Interlocutory Application (s), if any, stand disposed of.

(Harish Tandon)
Chief Justice

(Chittaranjan Dash)
Judge

S. Behera

Signature Not Verified
Digitally Signed
Signed by: SUMANTA BEHERA
Designation: Senior Stenographer
Reason: Authentication
Location: High Court of Orissa, Cuttack
Date: 10-Sep-2026 13:25:49