



THE GAUHATI HIGH COURT

(THE HIGH COURT OF ASSAM, NAGALAND, MIZORAM & ARUNACHAL PRADESH)

Writ Petition (C) No. 198/2026

Barun Basumatary, S/o Sri Gautam Basumatary ,R/o
Village - Habrubari, Ward No. 8, P.O. & P.S. -
Kokrajhar, District - Kokrajhar, Assam, PIN - 783370.

.....Petitioner

-Versus-

1. Bodoland Territorial Council (BTC) represented by its Principal Secretary, Kokrajhar, BTAD.
2. The Secretary Bodoland Territorial Council, Kokrajhar, BTAD.
3. The Additional Chief Conservator of Forests –cum- CHD Forest Department, BTC, Kokrajhar Assam.
4. The Divisional Forest Officer, Baksa Forest Division, Mushalpur, Assam.

.....Respondents

BEFORE

HON'BLE MR. JUSTICE MANISH CHOUDHURY

Advocates :

Petitioners : Ms. D. Das, Advocate

Respondent nos. 1 & 2 : Ms. N. Choudhury, Standing Counsel, BTC

Respondent nos. 3 & 4 : Mr. R.R. Gogoi, Standing Counsel,
Environment & Forest Department

Date on which judgment is reserved : N/A

Date of pronouncement of judgment : 02.04.2026

Whether the pronouncement is of the
Operative part of the judgment? :

Whether the full judgment has been
Pronounced ? : Yes

JUDGMENT & ORDER [ORAL]

Heard Ms. D. Das, learned counsel for the petitioner; Ms. N. Choudhury, learned Standing Counsel, Bodoland Territorial Council [BTC]; and Mr. R.R. Gogoi, learned Standing Counsel, Environment & Forest Department.

2. The instant writ petition under Article 226 of the Constitution of India is filed to assail a decision conveyed by the respondent no. 2 to the respondent no. 3 vide an Office Letter no. BTC/Forest-27/2025/70 dated 24.12.2025.

3. The facts which are not in dispute, can be expozited at first, in order to appreciate the issues involved in the writ petition. By a Notice Inviting Tender [NIT] dated 25.08.2025, the respondent no. 4 invited sealed tenders with validity period of 180 days for grant of Mineral Concession as per the provisions of the Assam Minor Mineral Concession Rules, 2013 in certain specified Minor Mineral Concession areas [Mahals] within the Baksa Forest Division as per the schedule mentioned therein. One of the Mahals in which the Mineral Concession was to be granted by the NIT dated 25.08.2025 was 'Barnadi Sand Gravel & Stone Mahal No. 11' for the contract period : 2025-2032. It was informed to the bidders that the NIT contained details of the Minor Mineral Concession area [Mahal] along with the terms and conditions of grant and the same could be procured from the office of the respondent no. 4 during working hours on payment of a sum of Rs. 1,000/- by demand draft of the State Bank of India [SBI] payable in favour of the respondent no. 1.

4. As per the NIT, the last date of submission of sealed tender at the office of the respondent no. 4 was up to 02-00 p.m., 16.09.2025. In response to the NIT dated 25.08.2025, three bidders including the petitioner, submitted their sealed tenders for settlement of the Minor Mineral Concession area, 'Barnadi Sand Gravel & Stone Mahal No. 11' [hereinafter also referred to as 'Barnadi No. 11 Mineral Concession Area', at places, for easy reference]. The tenders so received were opened and evaluated by a Bid Quotation Committee on 04.10.2025 in the office of the respondent no. 4 under the Chairmanship of the respondent no. 4. After opening of the bids, the Bid Quotation Committee prepared a Comparative Statement and recorded their comments as regards submission of essential documents / certificates, etc., by the respective participant bidder. Upon evaluation, the Bid Quotation Committee found that the petitioner with a tendered amount of Rs. 20,60,000/- emerged as the highest valid bidder [H-1]. The other two participant bidders' tendered amounts were Rs. 20,58,000/- and Rs. 20,55,550/- respectively. Upon consideration, the Bid Committee decided to

approve the bid of the petitioner and to allot Barnadi No. 11 Mineral Concession Area to him after observance of all official formalities.

5. The decision taken by the Bid Quotation Committee stood forwarded to the respondent no. 2 for approval. The respondent no. 2 vide an Office Letter dated 13.11.2025 conveyed to the respondent no. 3 that the Competent Authority in the Bodoland Territorial Council [BTC] had approved the highest quoted tender as per the Comparative Statement, that is, the tender of the petitioner for Barnadi No. 11 Mineral Concession Area. Subsequent to the approval, the respondent no. 4 intimated to the petitioner in writing on 14.11.2025 that the petitioner had been adjudged as the successful bidder in the bidding process undertaken for grant of the Barnadi No. 11 Mineral Concession Area for a period of seven years for annual annuity of sand, gravel & stone at his tendered amount of Rs. 20,60,000/-.
6. A provisional Letter of Intent [LoI] stood issued to the petitioner on 14.11.2025 requesting the petitioner to deposit an amount of Rs. 5,15,000/- towards 25% of tendered value as security and an additional amount Rs. 1,71,667/-, equal to one month's annual deed rent/contract in advance, totalling Rs. 6,86,667/-. The petitioner was also asked to submit additional proof in support of his financial soundness within seven days from the date of receipt of the provisional LoI. On issuance of the provisional LoI dated 14.11.2025, the petitioner deposited the amount of Rs. 6,86,667/- on 15.11.2025.
7. It is the case of the petitioner that after 15.11.2025, the petitioner was waiting with legitimate expectation that the Mineral Concession for Barnadi No. 11 Mineral Concession Area would be granted to him with the issuance of a Letter of Award / Letter of Acceptance. But to his surprise, the petitioner came to learn that by the decision conveyed through the Office Letter dated 24.12.2025, the respondent authorities in the BTC had decided to re-process four Mineral Concession areas including the Mineral Concession area, 'Barnadi Sand Gravel & Stone Mahal No. 11' for settlement.

8. As the decision amounted to implied cancellation of the bidding process initiated by the NIT dated 25.08.2025, the petitioner has instituted the instant writ petition inter alia seeking setting aside of the decision conveyed by the Office Letter dated 24.12.2025 for re-tendering Barnadi No. 11 Mineral Concession Area. The petitioner has also sought for a direction to grant Mineral Concession right for Barnadi No. 11 Mineral Concession Area on the premise that the bidding process initiated vide the NIT dated 25.08.2025 stood concluded with the issuance of the provisional Letter of Intent [LoI] dated 14.11.2025, and to allow the petitioner to carry on operation in Barnadi No. 11 Mineral Concession Area for the period of seven years.
9. In order to test the contentions of the petitioner that the respondent BTC authorities had arbitrarily decided to cancel the bidding process after issuance of the provisional LoI on 14.11.2025, the reasons for which the bidding process has been recalled are to be examined.
10. The stand taken by the respondent BTC authorities in the affidavit-in-opposition is to the effect that the Executive Council of the Bodoland Territorial Council [BTC], in a Meeting held on 09.12.2025, took notice of the fact that bidding processes were initiated for grant of Mineral Concession for a number of Minor Mineral Concession areas [Mahals] by inviting sealed tenders with publication of NITs. But, e-Auction process was not adopted. The Executive Council, BTC took a decision to adopt e-Auction process for grant of Mineral Concession in Minor Mineral Concession areas [Mahals] to successful bidders in its territorial jurisdiction.
11. The Parliament had enacted the Mines and Minerals [Development and Regulation] Act, 1957 [‘the MMDR Act’, for short] to provide for development and regulation of mines and minerals under the control of the Union. As per definition provided in Section 3[e] in the MMDR Act, ‘minor minerals’ means building stones, gravel, ordinary clay, ordinary sand other than sand for prescribed

purposes, and any other mineral which the Central Government may, by notification in the Official Gazette declare to be a minor mineral. Section 15 of the MMDR Act has provided the power to the State Governments to make rules in respect of minor minerals. As per sub-section [1] of Section 15, the State Government may, by notification in the Official Gazette, make rules for regulating the grant of quarry leases, mining leases or other mineral concessions in respect of minor minerals and for purposes connected therewith. Sub-section [1A] of Section 15 has prescribed that in particular and without prejudice to the generality of the power provided in sub-section [1], the rules may provide for all or any of the matters contained in sub-clause [a] to sub-clause [o] thereof. Section 23C has provided power to the State Government to make rules for preventing illegal mining, transportation and storage of minerals.

12. In exercise of the powers conferred by sub-section [1] of Section 15 and Section 23C of the MMDR Act, the State Government had made a set of rules, 'the Assam Minor Mineral Concession Rules, 2013' ['the Rules, 2013', for short] vide a Notification no. PEM.83/2009/Pt.-1/627, which was published in the Assam Gazette on 16.03.2013. In Rule 2[q] of the Rules, 2013, 'mineral concession' has been defined as a mining lease or a mining contract or permit in respect of mineral and includes quarry permits and other mineral concession permitting the mining of minor mineral in accordance with the provisions of Rules, 2013. As per Rule 2[r], 'mining contract' means a mining contract given on behalf of the Government to carry, win work and carry away any minor minerals specified therein through a bidding process. 'Schedule', as per Rule 2[cc], means a schedule appended to the Rules, 2013. In the schedule of the Rules, 2013, sand, gravel and stone are included in the list of minor minerals.
13. When the Assam Minor Mineral Concession Rules, 2013 were originally made in the year 2013, the procedure for inviting competitive bids/auctions and payments was included in Chapter - 6. Originally, Rule 32[1], Rule 33[1] and Rule 34[2] used to read as under :-

32[1] Save in the cases specifically mentioned under these rules and where such mineral concessions may be granted on application, all mining of contract or leases / contracts / permits shall be granted through transparent process of inviting **competitive bids /open auction**.

33[1] The competent authority shall upfront determine the reserve price in each case where the mineral concession are granted through **competitive bidding /open auction, as the case may be**.

34[2] In addition to the publication of notice in writing, **competitive bid /open auction** under sub-rule [1] above, the gist of such notice, along with the schedule **for inviting bid/holding open auctions** shall also be published in one daily newspaper having circulation in the area.

14. Subsequently vide a Notification no. PEM.47/2018/16 dated 26.10.2018, a number of amendments were brought in the Assam Minor Mineral Concession Rules, 2013 by the Assam Minor Mineral Concession [Amendment] Rules, 2018. The Notification dated 26.10.2018 was published in the Assam Gazette in its Issue no. 515 dated 29.10.2018. By the Assam Minor Mineral Concession [Amendment] Rules, 2018, amendments were brought in Rule 32[1], Rule 33[1] and Rule 34[2]. After amendments, Rule 32[1], Rule 33[1] and Rule 34[2] read as under :-

32[1] Save in the cases specifically mentioned under these rules and where such mineral concessions may be granted on application, all mining of contract or leases / contracts / permits shall be granted through transparent process of inviting **e-Auction**.

33[1] The competent authority shall upfront determine the reserve price in each case where the mineral concession are granted through **e-Auction**.

34[2] In addition to the publication of notice in writing, **e-Auction** under sub-rule [1] above, the gist of such notice, alongwith the schedule for **e-Auction**, shall also be published in one daily newspaper having circulation in the area.

15. Rule 1[2] of the Assam Minor Mineral Concession [Amendment] Rules, 2018 had prescribed that the amendments would come into force on the date of their publication in the Official Gazette. Therefore, the Assam Minor Mineral Concession [Amendment] Rules, 2018 had come into force on and from 29.10.2018. By the said amendments, the rule-makers had made it clear that on and from 29.10.2018, any process of grant of mining contract or minor concession of minor minerals has to be mandatorily conducted only through the e-Auction mode.
16. It is too settled a law that where law requires a thing to be done in a certain manner or where a power is given to do a certain thing in a certain manner, the thing must be done in that way or manner or not at all and other methods of performance are necessarily forbidden. The legal maxim, '*Expressio Unius Est Exclusio Alterius*,' means 'the express mention of one thing implies the exclusion of another.' It is a principle of statutory interpretation suggesting that when a legal document or statute lists specific items, things not listed are intentionally excluded, aiding courts in determining intent. It simply means that if a statute provides for a thing to be done in a particular way then it has to be done in that manner only and in no other manner. All manners other than the statutorily prescribed manner are necessarily forbidden.
17. In the NIT dated 25.08.2025, it was specifically mentioned that Barnadi No. 11 Mineral Concession Area would be settled as per the provisions of the Assam Minor Mineral Concession Rules, 2013. Yet, the respondent BTC authorities did not take recourse to a bidding process through the e-Auction mode. The BTC or the respondent no. 4 was under statutory obligation to initiate the bidding

process for grant mining contract / mineral concession of sand, gravel and stone from Barnadi No. 11 Mineral Concession Area only through e-Auction mode and in no other mode. As by the NIT dated 25.08.2025, sealed tenders were invited to be submitted in the office of the respondent no. 4 and tenders were not to be submitted on-line through e-Auction mode, the decision to cancel the bidding process initiated through the NIT dated 25.08.2025 and to initiate the bidding process through the e-Auction mode is therefore, in conformity with the Assam Minor Mineral Concession Rules, 2013, as amended by the Assam Minor Mineral Concession [Amendment] Rules, 2018 and this Court finds no reason to take any exception to the said decision.

18. The petitioner was only issued a provisional Letter of Intent [LoI] on 14.11.2025. The petitioner submitted his sealed tender, which was found to be responsive, and he had emerged as successful bidder [H-1] in the bidding process. The Letter of Intent [LoI] was of provisional nature by which, the petitioner was informed that he being the successful bidder [H-1], Barnadi No. 11 Mineral Concession Area would be granted in his favour for a period of seven years for the annual quantity of sand, stone & sand gravel at his offered price of Rs. 20,60,000/- subject to compliance of all the formalities mentioned therein. But no Letter of Award was issued in favour of the petitioner during the subsequent period and, therefore, no contract agreement was also executed in his favour.
19. As per Rule 2[o] of the Assam Minor Mineral Concession Rules, 2013, as amended, 'Letter of Intent' [LoI] means a 'Letter of Intent' issued to the successful bidder on acceptance of the bid for grant of mining lease or contract or permit or mineral concession under these rules. Rule 37 has inter alia mentioned that on acceptance of the bid of the highest bidder by the competent authority, a Letter of Intent [LoI] would be issued in favour of the successful bidder. The said rule has further provided that after compliance of formalities like deposit of the balance amount of bid security, an agreement would be executed with the Letter of Intent [LoI] holder. In the case in hand, by the use of the

word 'provisional', the competent authority had made it clear that it was for the time being, subject to further confirmation.

20. A Letter of Intent [LoI] is a document that expresses one party's intention to agree to do business with the other party. Ordinarily, a Letter of Intent [LoI] is considered to be a written, non-binding document that outlines an agreement between two or more parties before a binding contract is executed. The Hon'ble Supreme Court of India in *Dresser Rand S.A. vs. Bindal Argo Chem Ltd. and K.G. Khosla Compressors Ltd.*, [2006] 1 SCC 751. In the said decision, the Hon'ble Supreme Court has dealt on the Letter of Intent [LoI] in the following manner :-

39. It is now well settled that a letter of intent merely indicates a party's intention to enter into a contract with the other party in future. A letter of intent is not intended to bind either party ultimately to enter into any contract. This Court while considering the nature of a letter of intent, observed thus in *Rajasthan Coop. Dairy Federation Ltd. v. Maha Laxmi Mingrate Marketing Service (P) Ltd.* [(1996) 10 SCC 405] : (SCC p. 408, para 7)

'The letter of intent merely expressed an intention to enter into a contract. ... There was no binding legal relationship between the appellant and Respondent 1 at this stage and the appellant was entitled to look at the totality of circumstances in deciding whether to enter into a binding contract with Respondent 1 or not.'

40. It is no doubt true that a letter of intent may be construed as a letter of acceptance if such intention is evident from its terms. It is not uncommon in contracts involving detailed procedure, in order to save time, to issue a letter of intent communicating the acceptance of the offer and asking the contractor to start the work with a stipulation that the detailed contract

would be drawn up later. If such a letter is issued to the contractor, though it may be termed as a letter of intent, it may amount to acceptance of the offer resulting in a concluded contract between the parties. But the question whether the letter of intent is merely an expression of an intention to place an order in future or whether it is a final acceptance of the offer thereby leading to a contract, is a matter that has to be decided with reference to the terms of the letter.....

21. With only a provisional Letter of Intent [LoI] issued in favour of the petitioner on 14.11.2025 with the possibility of execution of a contract in future, it is clear that there was no formation of contract between the parties at the time the impugned decision was conveyed on 24.12.2025. In other words, there was no concluded contract between the parties for the petitioner to claim that he had a binding contract.
22. The question which has, therefore, arises is whether any right of the petitioner has been infringed due to the decision of the respondent BTC authorities not to proceed with the bidding process initiated by the NIT dated 25.08.2025. A bidder participating in a competitive bidding process has no other right except the right to equality and fair treatment in the matter of evaluation of competitive bids offered by interested persons in response to notice inviting tenders in a transparent manner. Submission of a tender in response to a notice inviting tender is no more than making an offer which the State or its instrumentalities / agencies are under no obligation to accept. The bidders participating in the tender process cannot insist that their tenders should be accepted simply because a given tender is the highest or lowest depending upon whether the contract is for sale of public property or for execution of works on behalf of the Government. In the matter of award of contracts, the Government and its instrumentalities / agencies have to act reasonably and fairly at all points of time and it is only to that extent, a bidder has an enforceable right in the Court which is competent to examine whether the aggrieved party has been treated unfairly

or discriminated against to the detriment of public interest [Ref : Maa Binda Express Carrier and another vs. North-East Frontier Railway and others, (2014) 3 SCC 760].

23. The decision to cancel a tender process is purely an administrative decision and such decision is neither judicial nor quasi judicial. It is not necessary to observe the principle of natural justice and it is not required to give reasons for the decision to cancel a tender process if it be a State or an instrumentalities / agency of the State. The State or its instrumentalities / agencies are entitled to give reasons in the counter to the writ petition.

24. When in the light of the afore-stated propositions of law the decision to cancel the bidding process initiated by the NIT dated 25.08.2025, as resolved by the Executive Council of the BTC in its Meeting, held on 09.12.2025 and conveyed by the Office Letter dated 09.12.2025, is examined, the decision to cancel the bidding process is not found to be one, which requires any interference, for the reasons already discussed hereinabove. The petitioner as the successful bidder at the time of the decision to cancel the bidding process had no vested right to claim that there was any binding relationship in view of any concluded contract with regard to any mineral concession in respect of Barnadi No. 11 Mineral Concession Area. In order to create any binding relationship, the parties did not travel to the last mile post, which would have been reached only with the final acceptance of the bid. As the manner in which the bidding process was initiated was illegal due to its non-initiation through e-Auction mode, the decision to cancel the bidding process initiated by the NIT dated 25.08.2025 does not call for any interference. It is not the case where the petitioner has been treated unfairly or with discrimination. Consequently, the writ petition is found unmerited and is liable to be dismissed. Recalling the interim order, the writ petition is dismissed.

25. During the bidding process, that is, from the time of publication of the NIT on 25.08.2025 till the cancellation of the bidding process on 24.12.2025 pursuant to

the decision of the Executive Council, BTC taken in its Meeting, held on 09.12.2025, the petitioner as the bidder had complied with all the conditions mentioned in the NIT. The learned counsel for the petitioner has contended that the said amount of Rs. 6,86,667/- is still retained by the respondent BTC authorities. The petitioner deposited a sum of Rs. 6,86,667/- on 15.11.2025 with the expectation that as the Letter of Intent [LoI] was issued in his favour, a contract agreement would also be executed in his favour for Barnadi No. 11 Mineral Concession Area. In the absence of any non-compliance on the part of the petitioner, there is no reason for the respondent BTC to retain any amount received from the petitioner any further period. Therefore, the amount of Rs. 6,86,667/- is to be returned to the petitioner. If such is the position, it is directed that the respondent BTC authorities shall return the said amount to the petitioner within a period of onemonth from today. In the event the amount is not returned within a period of one month, then the same shall carry interest @ 6% till the date of return.

JUDGE

Comparing Assistant