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

Case No. : WP(C)/2875/2025

MATIYAR RAHMAN
S/O. LATE HAJI MESHER, R/O. VILL. CHAYSIMANA, P.O. KADAMTALA, P.S.
ALOPATI, DIST. BARPETA, ASSAM.

VERSUS

THE STATE OF ASSAM AND 5 OTHERS
REP. BY THE COMMISSIONER AND SECRETARY TO THE GOVT. OF ASSAM,
TRANSPORT DEPARTMENT, DISPUR, GUWAHATI- 06.

2:THE JOINT SECRETARY TO THE GOVT. OF ASSAM
TRANSPORT DEPT.
DISPUR, GUWAHATI- 06.

3:THE ADDITIONAL SECRETARY TO THE GOVT. OF ASSAM
TRANSPORT DEPT., DISPUR
GUWAHATI- 06.

4:THE DIRECTOR
INLAND WATER TRANSPORT
ASSAM, ULUBARI, GUWAHATI- 07.

5:THE JOINT DIRECTOR
INLAND WATER TRANSPORT
ASSAM, ULUBARI, GUWAHATI- 07.

6:THE EXECUTIVE ENGINEER
INLAND WATER TRANSPORT DIVISION
GUWAHATI

Advocate for the Petitioner : MR. P K ROYCHOUDHURY, D J BARMAN,MR S HOQUE

Advocate for the Respondent : SC, TRANSPORT DEPARTMENT, ASSAM, SC, IWT

**BEFORE
HONOURABLE MR. JUSTICE SANJAY KUMAR MEDHI**

ORDER

28-05-2025

Heard Shri P. K. Roy Choudhury, learned counsel for the petitioner, who is aggrieved by an order dated 19.05.2025 whereby the Department has terminated the Lease Agreement of the Sunari Paglababathan Dudhnath Ferry Service in the Goalpara district and also to take urgent initiative to re-tender the said Ferry service.

It is the case of the petitioner that on 06.09.2024, the aforesaid Ferry was settled with him for 2 years which was however cancelled on 28.01.2025. The aforesaid order of cancellation was the subject matter of challenge in the first writ petition instituted by the petitioner being WP(C)/644/2025. The aforesaid writ petition was disposed of by hearing both the parties on 30.04.2025 whereby a direction was given to issue show-cause notice to the petitioner and till such process is over, the Department was to run the Ferry.

The petitioner was accordingly issued a Show-cause Notice on 06.05.2025 primarily raising the issue of violation of the Lease Agreement pertaining to sub letting. The petitioner has submitted his reply by contending that because of certain exigencies, two persons were authorized to take care of the ferry which could not have been construed as sub letting. However, it is the case of the petitioner that by taking a mechanical approach, the impugned order of termination has been issued of 19.05.2025.

Ms. M. D. Borah, learned Standing Counsel, Transport Department has however submitted that from the pleadings exchanged in the earlier writ petition and the order passed on 30.04.2025, it would be clear that the

petitioner had violated the Lease Agreement. She has also drawn the attention of this Court to Clause 15 of the lease which prohibits sub letting and as per Clause 30 (i) any violation would lead to cancellation of the lease. She has also submitted that the principles of natural justice have been adhered to after the direction dated 30.04.2025 and the cancellation is based on relevant materials which are not liable to be interfered with by this Court in exercise of its powers of judicial review.

The said aspect would require certain deliberation.

Let **notice** be issued, returnable by **4 (four) weeks**.

Ms. M. D. Borah, the learned Standing Counsel, Transport Department accepts notice on behalf of all the respondents.

Let extra copies of the writ petition be served upon Ms. Borah, learned counsel by tomorrow.

Shri Roychoudhury, the learned counsel for the petitioner prays for an interim order which is strenuously opposed by the learned Standing Counsel.

The termination order dated 19.05.2025 has been passed after Show-Cause Notice was issued and it *prima facie* appears that certain reasons have been cited.

In view of the above, this Court is not inclined to pass any blanket order of stay and there would be no restriction for going ahead with the new tender process. However, all actions taken would be subject to the outcome of the writ petition. It is further directed that before any final orders of allotment is issued, leave of this Court is to be taken.

JUDGE

Comparing Assistant