

GAHC010156902025



2026:GAU-AS:2916

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

Case No. : WP(C)/4052/2025

RATAN BISWAS
S/O GURU DAS BISWAS R/O SAMAGURI GRANT PO AND PS SAMAGURI
PIN 7872140 DIST NAGAON ASSAM

VERSUS

ASSAM FISHERIES DEVELOPMENT CORPORATION LTD AND ORS
BEING REP BY ITS CHAIRPERSON CHACHAL VIP ROAD GUWAHATI 36
KAMRUP METRO ASSAM

2:THE MANAGING DIRECTOR
ASSAM FISHERIES DEVELOPMENT CORPORATION LTD CHACHAL VIP
ROAD GUWAHATI 36 KAMRUP METRO ASSAM

3:THE DISTRICT COMMISSIONER
NAGAON
PIN 782001 ASSAM

4:THE PROJECT MANAGER

ASSAM FISHERIES DEVELOPMENT CORPORATION LTD UPPER ASSAM
AND MIDDLE ASSAM ZONE NAGAON PIN 782001 ASSAM

5:THE ASSISTANT DISTRICT COMMISSIONER
NAGAON
PIN 782001 ASSAM

6:THE DISTRICT FISHERY DEVELOPMENT OFFICER
NAGAON DISTRICT NAGAON PIN 782001 ASSAM

7:THE CIRCLE OFFICER
SAMAGURI REVENUE CIRCLE SAMAGURI PIN 782140 DIST NAGAON

ASSA

Advocate for the Petitioner : MR. M K CHOUDHURY, MR S KHOUND,MR D J MEDHI

Advocate for the Respondent : SC, AFDC,

**BEFORE
HONOURABLE MR. JUSTICE MANISH CHOUDHURY**

ORDER

Date : 24.02.2026

The petitioner who is the existing leasee/settlement holder of a fishery named Samaguri Beel [‘the Fishery’, for short] has approached this Court by the instant writ petition under Article 226 of the Constitution of India raising inter-alia a plea of waiver of revenue for a period of 216 days on the ground of delayed handing over of possession of the Fishery to him. A direction in the nature of mandamus has also been sought for to the respondent authorities in the Assam Fishery Development Corporation [AFDC] Limited to take a decision as regards the petitioner’s plea of re-assessment of revenue of the Fishery due to reduction in the fishing area due to natural calamities and other supervening circumstances.

2. The Fishery named Samuguri Beel is under the aegis of the AFDC Limited By a Tender Notice no. 9/2022, bids were invited for settlement of the Fishery located in District - Nagaon. Pursuant to the bidding process so initiated and upon evaluation of the bids, the petitioner emerged as the successful bidder.

3. By way of a settlement proposal dated 10.10.2022, the petitioner was offered settlement of the Fishery from the Financial Year : 2022-2023 for a period of seven years up to the Financial Year : 2028-2029, that is, 31.03.2029. In the settlement proposal, it was mentioned that the Fishery would be settled for an amount of Rs. 19,67,862.33 for the Financial Year : 2022-2023 up to 31.03.2023, and for the remaining six years from the Financial Year : 2023-2024 to Financial Year : 2028-2029, that is, up to 31.03.2029 for a total amount of Rs. 1,98,60,000. In other words, the petitioner was offered the settlement of the fishery for a total amount of Rs. 2,18,27,862.30. While offering the settlement proposal, the

petitioner was asked to accept the same by depositing the installment amounts mentioned therein and by executing a contract agreement within a period of seven days therefrom.

4. Responding to the settlement proposal dated 10.10.2022, the petitioner deposited the requisite amounts asked for, and executed the contract agreement by completing the formalities. Thereafter, the Settlement Order was passed on 05.11.2022. As per the Settlement Order, the area of the Fishery consisted of 60.00 Hectares of land area and 60.00 Hectares of water area. It was mentioned in the Settlement Order that the possession of the fishery would be handed over as per the AFDC Limited's rules and regulations in order to enable the petitioner as the settlement holder to operate the fishery.

5. After the Settlement Order dated 05.11.2022, the possession of the Fishery was handed over to him on 05.11.2022. On and from 05.11.2022, the petitioner started to operate the Fishery.

6. As the possession of the Fishery was handed over belatedly, the petitioner on 14.11.2022 submitted an application before the respondent no. 2 with a request to exempt the petitioner from depositing the proportionate amount out of the settlement amount of Rs. 19,67,862.33 for the period in the Financial Year : 2022-2023 from 01.04.2022 to the date of handing over the possession of the Fishery, 05.11.2022. After being handed over the possession of the Fishery, the petitioner came to learn that a large area of the Fishery was covered by water hyacinth and due to accumulation of water hyacinth, the water in the Fishery became stagnant. Due to reduced area for fishing, the petitioner started incurring losses as against the settlement amount he had offered by considering the area of the Fishery mentioned in the Tender Notice and the Settlement Order.

7. According to the petitioner, such reasons compelled him to submit representations before the respondent no. 2 from time to time requesting the respondent no. 2 to take appropriate measures expediently so as to enable the petitioner to do fishing in the entire area of the Fishery as projected in the Tender Notice and the Contract Agreement. The petitioner had also brought to the notice of the respondent no. 2 that there have been encroachment within the area of the Fishery. Though for a period of time the respondent no.

2 did not act on those representations, the respondent no. 2 had subsequently requested the District Commissioner, Nagaon on 09.07.2024 to take necessary action on the basis of the representations submitted by the petitioner.

8. On the basis of a direction of the District Commissioner, Nagaon and in reference to the Office Letter dated 09.07.2022 of the respondent no. 2, the jurisdictional Circle Officer, that is, the Circle Officer, Samaguri Revenue Circle [the respondent no. 5] made an enquiry and submitted a report before the District Commissioner, Nagaon [the respondent no. 3] on 16.07.2024 recording his findings about the area of the Fishery. The District Fishery Development Officer, Nagaon had also submitted a report to the Circle Officer, Samaguri Revenue Circle [the respondent no. 6] on 19.08.2024 making an assessment as regards the damage caused to the Fishery by flood. As per the report of the respondent no. 6, the Fishery was severely affected by recent flood and as a result, there are significant ecological changes causing habitat disruption, increased sedimentation, etc. As per the report dated 16.07.2024 of the Circle Officer, due to breaking of the embankment by the flood water a substantial area of the Fishery was covered by water hyacinth.

9. As the subsequent representations of the petitioner submitted before the respondent no. 2 on the basis of the said reports seeking waiver/remission and re-assessment of the Fishery's revenue are found to have evoked no response, the petitioner is before this Court by the present writ petition seeking the above reliefs.

10. I have heard Mr. M.K. Choudhury, learned Senior Counsel assisted by Mr. D.J. Medhi, learned counsel for the petitioner; Mr. P. Sharma, learned Standing Counsel, Fishery Department & AFDC Limited for the respondent nos. 1, 2, 4 & 6; and Mr. G. Bokolial, learned Junior Government Advocate for the respondent nos. 3, 5 & 7.

11. Mr. Choudhury, learned Senior Counsel appearing for the petitioner has submitted that despite repeated approaches and representations, as annexed to the writ petition, by the petitioner seeking waiver/remission and re-assessment of the revenue of Samaguri Beel the respondent no. 2 has not taken any discernible action till date for consideration of the representations. He has submitted that it is well within the authority and jurisdiction of the

respondent no. 2 to grant waiver/remission and re-assessment of the revenue of the Fishery by taking into account the relevant factors like reduction in the area fishing, encroachment into the fishery area, delayed handing over the possession, etc. As the aspects highlighted by the petitioner in the representation are within the domain of the respondent no. 2, the respondent no. 2 ought to have given to such representations.

12. Mr. Sharma, learned Standing Counsel, Fishery Department & AFDC Ltd. appearing for the respondent nos. 1, 2, 4 & 6 has submitted that in view of terms and conditions of the contract agreement entered into at the time of settlement of the Fishery and the Tender Notice, it would not be open for the petitioner to seek such benefits as highlighted in the representations. He has further submitted that as the representations are stated to be pending, the respondent no. 2 can give a fair consideration to them.

13. In so far as the contention regarding delayed handing over of possession of the Fishery is concerned, if an amount the petitioner had offered was for a whole Financial Year : 2022-2023 for operating the Fishery and if for any reason beyond his control like delayed handing over of possession of the Fishery by the settlement authority then it may be open for the settlement holder to seek re-fixation of the settlement amount for such reduced period for which he was able to operate the fishery.

14. In so far as the other aspects projected by the petitioner, it is for the respondent no. 2 as the settlement authority to take such aspects into consideration. As the representations of the petitioner highlighting the factors for which the petitioner is seeking waiver/remission and re-assessment of the revenue of the Fishery are yet to be given consideration, the respondent no. 2 shall give a consideration to the representations, more particularly, when there are reports on such aspects from two authorities, that is, the respondent no. 6 and the respondent no. 7.

15. In the above view of the matter, without commenting on the respective claims of the parties, this Court is of the considered view that this writ petition can be disposed of with a direction to the respondent no. 2 to take the representations already submitted by the petitioner on board and after consideration of the representations and the reports submitted

by the respondent no. 6 and the respondent no. 7 and verifiable records, the respondent no. 2 should dispose of the representations on their own merits and in accordance with law by passing a speaking order. While passing the speaking order, the respondent no. 2 shall also consider the re-fixation of the settlement amount due to delayed handing over the possession of the Fishery, if any. The respondent no. 2 while considering the representations shall also afford a personal hearing to the petitioner, if the petitioner requests for such personal hearing in writing. It is accordingly directed. The speaking order shall be passed as expeditiously as possible, but, within an outer limit of 6 [six] weeks from the date of submission of a certified copy of this order by the petitioner before the respondent no. 2.

16. This order disposes of the writ petition. No cost.

JUDGE

Comparing Assistant