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

Case No. : WP(C)/5324/2024

RATUL CHANDRA ROY
R/O- VILL.- BOALIMARI, P.O. ABHAYAPURI, DIST. BONGAIGAON, ASSAM,
PIN- 783384.

VERSUS

THE STATE OF ASSAM AND 8 ORS
REPRESENTED BY THE CHIEF SECRETARY TO THE GOVT. OF ASSAM,
DISPUR, GHY-781006.

2:THE DEPARTMENT OF TOURISM
REPRESENTED BY THE COMMISSIONER AND SECRETARY
ASSAM STATE TOURISM DEPARTMENT
GOVT. OF ASSAM
DISPUR
GHY-781006.

3:THE DIRECTOR OF TOURISM
DIRECTORATE OF TOURISM
GOVT. OF ASSAM
STATION ROAD
GHY-781001.

4:THE ASSAM TOURISM DEVELOPMENT CORPORATION LIMITED
REPRESENTED BY ITS MANAGING DIRECTOR
ASSAM TOURISM DEVELOPMENT CORPORATION LIMITED
ASSAM PARYATAN BHAWAN
AK AZAD ROAD
PALTANBAZAR
GHY781008.

5:GENERAL MANAGER

ASSAM TOURISM DEVELOPMENT CORPORATION LIMITED
ASSAM PARYATAN BHAWAN
AK AZAD ROAD
PALTANBAZAR
GHY-781008.

6:DISTRICT COMMISSIONER
BONGAIGAON
ASSAM-783384.

7:ADDITIONAL DISTRICT COMMISSIONER
BONGAIGAON
ASSAM-783384.

8:SUB-DIVISIONAL OFFICER (C) NORTH SALMARA AND CHAIRMAN
KKEP DEVELOPMENT COMMITTEE
DIST. BONGAIGAON
ASSAM
PIN- 783384.

9:MEMBER SECRETARY
KKEP DEVELOPMENT COMMITTEE
DIST- BONGAIGAON
ASSAM-783384

Advocate for the Petitioner : MR. R SEKHAR, MR. B D CHOWDHURY,B SONOWAL

Advocate for the Respondent : GA, ASSAM, G TALUKDAR (R-2 TO 5),MR M KALITA (R2-R5),MRS P BARUA (R2-R5)

BEFORE
HONOURABLE MR. JUSTICE MANISH CHOUDHURY

ORDER

26.02.2026

Heard Mr. R. Sekhar, learned counsel for the petitioner; Mr. B. Gogoi, learned Additional Advocate General, Assam assisted by Mr. G. Bakalial, learned Junior Government Advocate, Assam for the respondent nos. 1, 2, 3, 6, 7, 8 & 9; and Ms. P. Barua, learned counsel for the respondent nos. 4 & 5.

3. The Government in order to promote tourism in the State and to create employment opportunity for its people in the tourism, hospitality and allied sectors, adopted a Tourism Policy engaging investment in tourism and allied sectors within the State. The Policy focuses on developing necessary infrastructure development of human capital, etc. and effective policy implementation so as to create conducive ambiance for travel and tourism industry in the State. As part of the Tourism Policy, certain tourism properties in the State have been decided for upgradation, development, operation and management through private sector participant on lease –cum- development basis and for the said purposes, the State Government has appointed the Assam Tourism Development Corporation Limited [‘the ATDCL’, for short] as the nodal agency for undertaking the development, upgradation, renovation, modernization, promotion and operation on management of the tourism properties.

4. One of the tourism properties shortlisted for operation, management and running is ‘the Eco Park at Koyakujia’. By a Press Notice [e-Procurement Notice] dated 08.06.2022, the Managing Director, ATDCL had inter alia invited bids for Operation and Management Contract for running ‘the Eco Park at Koyakujia’. The petitioner emerged successful in the bidding process and a Letter of Intent [LoI] dated 28.03.2023 was issued to him under the hand of the Managing Director, ATDCL. The petitioner was informed that his bid for running the structures / buildings / infrastructures constructed by the ATDCL at ‘the Eco Park, Koyakujia’ was accepted by the ATDCL and the petitioner was asked to deposit performance security money, annual lease rent, etc. within fifteen days from the date of receipt of the LoI. According to the petitioner, he completed the formalities in terms of the LoI dated 28.03.2023. Subsequently, a ‘Development Management and Operation Agreement’ stood executed between the ATDCL and the petitioner on 29.05.2023. The properties which are to be managed and operated by the petitioner were listed in Schedule-A of the Contract Agreement and they are : Schedule-A : Project :- [i] Restaurant Block – 2 nos.; [ii] Food Court – 1 nos.; [iii] Standard Cottage – 4 nos.; [iv] Deluxe Cottage – 2 nos.; [v] Toilet Block – 2 nos.; [vi] Parking – 1 nos.; [vii] Kiosk – 2 nos.; [viii] Gazebo – 1 nos.; [ix] Bird Watch Tower – 1 nos.; [x] Fishing Deck – 6 nos.; [xi] Photo Gallery – 1 nos.; [xii] Medication Centre – 1 nos.; [xiii] Eco-Hut – 1 nos.; and [xiv] Boundary Wall with gate.

5. After the 'Development Management and Operation Agreement', the petitioner wanted to take possession of all the fourteen structures / buildings / infrastructures built by the ATDCL, as mentioned in Schedule-A, but obstacles came from the ends of the respondent nos. 6, 7, 8 & 9 with regard to two structures / buildings / infrastructures, that is, [i] Parking – 1 no.; and [ii] Boundary Wall with gate.

6. Pleadings in the form of affidavit-in-opposition, additional affidavit and affidavit-in-reply on behalf of the respondent nos. 2 to 5 have been filed. In the said pleadings, a stand has been taken by the ATDCL that the ATDCL has the power and authority to hand over all the fourteen structures / buildings / infrastructures, as mentioned in Schedule-A, at 'the Eco Park at Koyakujia'.

7. An affidavit-in-opposition on behalf of the respondent no. 6 has been filed and the stand taken in the said affidavit-in-opposition filed by the respondent no. 6 would also embrace the stand of the respondent no. 7 and the respondent no. 8. In the said affidavit-in-opposition, a stand has been taken to the effect that structures / buildings / infrastructures mentioned in Schedule-A at serial no. 6 and serial no. 14, that is, [i] Parking – 1 no.; and [ii] Boundary Wall with gate, are solely within the authority and jurisdiction of the District Administration, Bongaigaon.

8. As a result of such contrary stands, an impasse has been created.

9. The petitioner has projected that as a result of such impasse, he has been stopped from operating the two structures / buildings / infrastructures mentioned above. Since after the execution of the Contract Agreement on 29.05.2023, more than 2 ½ years has elapsed whereas the contract period is for 5 years. The petitioner has submitted that as a result of such impasse, he suffered immense loss. Ms. Barua, learned counsel for the ATDCL authorities has submitted that as a consequence, ATDCL is also facing loss of revenue.

10. From the projections made in the pleadings of the respondents, it prima facie emerges

that the respondents have taken contrary stands with regard to the afore-stated two properties. The District Administration is an arm of the State Government and on the other hand, the Assam Tourism Development Corporation Limited [ATDCL], a State Level Public Enterprise, is an instrumentality of the State and is an authority under Article 12 of the Constitution of India.

11. For the Courts, the State and its different arms and instrumentalities / agencies are to be treated as a single litigant. The State in a litigation before the Court is required to come up with a unified stand. The State is not to speak in two voices. 'The Development, Management and Operation Agreement' has been executed as per the Tourism Policy of the State Government. If conflicting stands are taken by different Departments or a department or an instrumentality of the State, it should be resolved at the State Government level only in order to project an unified stand before the Court.

12. In the above view of the matter, this Court of the considered view that it is the respondent no. 1 in the present proceeding, who should file an affidavit projecting the unified stand of the State Government.

13. Mr. Gogoi, learned Additional Advocate General has sought for 3 [three] weeks' time to file an affidavit on behalf of the respondent no. 1.

14. The prayer is allowed.

13. List the case on 01.04.2026.

JUDGE

Comparing Assistant