



IN THE HIGH COURT OF ORISSA AT CUTTACK
WP(C) No.10550 of 2026

Ajay Kumar Patel

....

Petitioner

Mr. S.C. Puspalka, Advocate

-versus-

State of Odisha and others

....

Opposite Parties

Ms. Biswabara Dash,
Addl. Government Advocate

CORAM:
THE HON'BLE THE CHIEF JUSTICE
AND
THE HON'BLE MR. JUSTICE MURAHARI SRI RAMAN

Order No.

ORDER
07.05.2026

01. 1. The petitioner has come up before this Court with the following prayer(s):

“The petitioner therefore prays that your Lordships may be pleased to consider the facts stated above, admit the writ application, call for the records and after hearing the parties, the Mining Officer-cum-competent authority, Sadar Sub-Division, Sundargarh may kindly be directed to consider the representation and pass necessary order to allow the petitioner to operate the sand quarry for a period of fourteen months for which the petitioner has paid the premium but has not operate the quarry or else the petitioner will be seriously prejudiced.



Any other order/orders may kindly be passed as this Hon'ble Court would deem just and proper.

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

2. The petitioner was declared highest bidder in the auction in respect of “Telijor” sand sairat on 22.07.2021. The lease period of the sairat is five years from the date of registration of lease deed. The agreement was executed for 1 year on 22.07.2021 and, thereafter, for 2nd year on 14.10.2022. On account of amendment being carried out in the Odisha Minor Mineral Concession Rules, 2016 vide notification dated 27.12.2022, the records of the petitioner were transmitted to Deputy Director of Mines by the Tahasildar with the further direction not to operate the quarry until further order issued by the Director of Mines for which the petitioner could not operate the quarry for a period of fourteen months. Thereafter, on 17th January, 2025, a quarry lease in Form-N was executed between the petitioner and the Mining Officer-cum-Competent Authority, Sadar Sub-Division, Sundargarh (opposite party No. 3) and on that basis, the petitioner started to operate the said quarry from 17th January, 2025.

3. It is submitted by the learned counsel for the petitioner that the petitioner has already made a representation dated 1st September, 2025 before opposite party No. 3 for extension of lease period. Since no decision is taken by the Mining Officer with respect to extension of lease period during which there was closure



of quarry (22.11.2023 to 17.01.2025) in view of the circumstances not attributable to the petitioner, this writ petition has been filed.

4. Learned counsel appearing for the petitioner submitted that due to the circumstances beyond the control of the petitioner on account of closure of sand sairat at the behest of the Tahasildar, Balisankara, the period for which sand sairat was stalled, the petitioner is entitled for extension of period to operate the sand sairat for such period. He placed reliance on the judgment dated 17.12.2025 rendered in the case of *Prasanta Kumar Mohanty v. State of Odisha and others* [W.P.(C) No. 33235 of 2025].

5. Learned Addl. Standing Counsel appearing for the opposite parties conceded that the said judgment of this Court, is applicable in the fact situation of the present case.

6. Considered the submissions of the counsel for the respective parties.

7. As is apparent from the record that the petitioner beseeches issue of writ of *mandamus* to the opposite parties to accord extension of period of lease for the period during which the quarry operation remained closed on account of the order of the Tahasildar.

8. This Court in similar circumstances in the case of *Prasanta Kumar Mohanty* (supra) desisted to issue writ compelling the opposite parties to extend the period of lease as sought for by the petitioner in absence of any express provisions contained in the Mines and Minerals (Development and Regulation) Act, 1957 and



the Odisha Minor Mineral Concession Rules, 2016. This Court in the case of *Suraj Agrawal v. State of Odisha and others, W.P.(C) No. 32657 of 2025* vide order dated 06.01.2026 considering the plight of the petitioner therein for being restrained from operating the sand quarry due to circumstances not attributable to him 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 feel 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.”

9. However, this Court appreciating the fact that the petitioner could not operate the quarry due to reasons beyond his control cannot be blamed for breach of any terms and conditions made following observation in *Prasanta Kumar Mohanty* (Supra):

“xxx xxx xxx xxx

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, 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.”

10. In such view of the matter, the present writ petition is disposed of with a direction to the authority concerned to consider the representation dated 01.09.2025 seeking extension of lease period without being influenced by any of the observation(s) made hereinabove within a period of fifteen days from date. In the event, the authorities concerned declines to extend the period or renew the lease, the security deposit and the advance 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.

(Harish Tandon)
Chief Justice

(M.S. Raman)
Judge

S.K. Guin/PA

Signature Not Verified

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Reason: Authentication
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