



IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.13461 of 2025

In the matter of an application under Article 226 and 227 of the Constitution of India

Sunapur **Petitioner**
Grampanchayat, At/Po-
Sunapur, Ganjam,
Odisha, Pin-761009,
represented through its
Sarapanch, Sri
Lakshmidhar Behera

-versus-

1. State of Orissa
2. Divisional Forest **Opposite Parties**
Officer, Berhampur
Forest Division
3. Collector-Cum-District
Magistrate, Ganjam
4. Block Development
Officer, Chikiti
5. Tahasildar Chikiti
6. Sonapur VSS (Vana
Surakhya Samiti)
7. Antaryami Behera

For Petitioner : Mr. S.K. Sarangi, Sr. Advocate

For Opposite Parties : Mr. M.R. Mohanty, AGA
Mr. S.S. Paikray, Intervener

CORAM: JUSTICE V. NARASINGH

DATE OF HEARING : 09.04.2026

DATE OF JUDGMENT : 10.04.2026



V. Narasingh,J. Heard learned senior counsel for the Petitioner and learned counsel for the State.

1. The Petitioner, in his representative capacity of Sonapur Gram Panchayat, challenges the agreement executed on 16.04.2025 by the Divisional Forest Officer, Berhampur Forest Division (Opposite Party No.2), acting as Member Convenor of the Ganjam District Beach Management Committee and the Vice-President of the Sonapur Beach Development Society through the Assistant Conservator of Forest, as the first party and the President, Sonapur VSS (Vana Surakhya Samiti) as the second party, for a period of 15.04.2025 to 14.04.2026 (except during Beach Festival Period) for collection of Beach Parking Fee of Sonapur Blue Flag Beach.

2. It is submitted by the learned senior counsel for the Petitioner that, prior to the impugned agreement, such collection of Beach Parking Fee agreement was executed with the Sonapur Gram Panchayat (Petitioner) and in fact, the Panchayat continued to function as such even after expiry of the period of agreement period i.e. till April, 2025. In utter disregard of their rights, the impugned agreement at Annexure-2 has been executed without issuance of any tender call notice, which is bad in law.



And, it is further submitted that because of such non-execution of the agreement with the Panchayat, the Gram Panchayat has been deprived of precious revenue, which calls for interference by this Court.

3. Per contra, it is submitted by the learned counsel for the State, relying on the counter affidavit, that the background in which the agreement was entered into has, inter alia, been stated in Paragraph-4 of the counter affidavit, which is extracted hereunder:

"XXX XXX XXX

That, in reply to the Paragraph No. 01 of the writ application, it is humbly submitted that the Tourist Facilitation Centre and Tourist Information Centre and parking area at Sunapur, Dist: Ganjam was created under the Integrated Coastal Zone Management Project (ICZMP), Odisha and it was handed over to the District Beach Management Committee, Ganjam on 20.10.2023 for operation and management of the assets through Vana Surakhya Samiti (VSS) (Annexure-A/2). After taking over assets created by the ICZMP, a notice was issued vide Notice No. 9331 dated 08.12.2023 to invite interested parties for "Operation and Maintenance of Parking Area and Picnic Area of Sunapur Sea Beach" under intimation to the Collector, Ganjam/CDO-cum- Executive Officer, Zilla Parishad, Ganjam/Sub-Collector, Berhampur (Annexure-B/2). No application was received then. Therefore, one review meeting was held on 05.08.2023 for operation and maintenance of the



assets under Chairmanship of the Collector & District Magistrate, Ganjam (Annexure-C/2) In the meeting, it was decided a registered to handover the Parking Area & Picnic Area for its Operation and Maintenance to VSS/SHG/Mission Shakti Group. As no Vana Surakhya Samiti (VSS) existed of Sonapur Village as on that date, the Maa Sarala Mission Shakti Group of Sunapur Village was offered to manage the Parking Area & Picnic Area as suggested by the Child Development Project Officer, ICDS Chikiti vide his letter No. 1168 dated 16.11.2023, but Maa Sarala Mission Shakti Group of Sunapur Village express their inability to manage the Parking Area & Picnic Area (Annexure-D/2), After that, discussions were made with Sonapur Panchayat regarding operation & management of parking & picnic area, an agreement with the Sunapur Panchayat on 27.12.2023 which was valid from 01.01.2024 to 31.12.2024 and handed over the Parking Area & Picnic Area to the Sunapur Gram Panchayat for its operation and management till the Sonapur VSS is formed (Annexure-E/2).

XXX XXX XXX"

It is further stated that on the formation of Sonapur VSS (Vana Surakhya Samiti), a fresh agreement at Annexure-2 has been executed.

4. Rejoinder has been filed by the Petitioner controverting the stand taken by the State Authorities. And, in the said rejoinder, it is stated that the signatures were deceitfully obtained to indicate that the Opposite Party No.6 had been selected by the



villagers for maintaining the sea beach and collecting the parking fee, etc.

Referring to the same, it is submitted by the learned senior counsel that such stand of the Opposite Parties in the counter affidavit, that the Gram Panchayat had in fact consented for Opposite Party No.6 to be engaged, is without any basis and ought not to weigh with this Court.

5. Learned counsel appearing for the Opposite Party No.6 adopts the counter affidavit filed by the State and submits that the writ petition is liable to be dismissed.

6. On a perspicuous analysis of the pleadings and on consideration of the rival submissions, this Court is not persuaded to hold that there is any illegality or irregularity in execution of the agreement with Opposite Party No.6 for collection of beach parking fees for the period from 15.04.2025 to 14.04.2026. The ground urged about the surreptitious manner of execution of the impugned agreement are disputed questions of fact, which cannot be gone into in this writ petition.

7. The writ petition being devoid of merit, stands dismissed.

8. It is needless to state that the dismissal of the present writ application shall not stand as an embargo for the Gram Panchayat in question to put forth its claim for the subsequent years, if so advised.



Any such claim of the Gram Panchayat shall be considered by the Authorities in accordance with law, independently and without being prejudiced by the non-entertainment of the present writ petition or in view of the stand as delineated in the counter affidavit filed in the present writ application.

9. Accordingly, the Writ Application stands disposed of. Costs made easy.

(V. NARASINGH)
Judge

Orissa High Court, Cuttack
Dated the 10th April, 2026/ Soumya