



IN THE HIGH COURT OF ORISSA AT CUTTACK
W.P.(C) No. 24022 of 2025

1. Narayan Behera **Petitioners**
2. Banshidhar Behera

Mr. D.K. Mohapatra, Advocate

-versus-

1. State of Odisha **Opposite Parties**
2. Director, Panchayatraj
Department, Bhubaneswar
3. Collector, Balasore
4. Sub-Collector, Balasore
5. District Panchayat Officer,
Balasore
6. Block Development Officer,
Simulia, Balasore
7. Muruna Grama Panchayat,
represented through its
Executive Officer, Balasore
8. Sarpanch, Muruna Grama
Panchayat, Balasore
9. S.P., Balasore
10. The I.I.C, Simulia P.S.,
Balasore

Mr. P.K. Ray, AGA
Mr. S. Senapati, Advocate (O.P. No.8)
Mr. A. Mohanty, Advocate (O.P. No.7)

CORAM:
JUSTICE V. NARASINGH

DATE OF HEARING : 19.02.2026

DATE OF ORDER : 23.02.2026

Order No.

07. 1. Heard learned counsel for the Petitioners and
learned counsel for the Opposite Parties.



2. The Petitioners in their capacity as President and Secretary of "Shri Shri Radha Krushna Asta Grama Melana", Dhobagadia which is stated to be a society registered under the Societies Registration Act, 1860 assail the order passed by the Muruna Grama Panchayat directing them to hand over the physical possession of Kalyan Mandap which was taken on rent by the Melana Committee, in this writ petition.

3. It is the claim of the Petitioners that during the subsistence of their tenancy by virtue of an agreement with the erstwhile Sarpanch which was valid till i.e. 01.12.2026 (Annexure-3), the impugned direction has been issued. They also call in question the order dated 16.07.2025 at Annexure-2 by which the Opposite Party No.7- Muruna Grama Panchayat, Balasore did not find any infirmity or illegality in the issuance of notice by the Sarpanch dated 11.04.2025 (Annexure-1).

4. Resisting the contention of the Petitioners, counter affidavit has been filed by the Opposite Party No.8-Sarpanch, Muruna Grama Panchayat, Balasore, the current Sarpanch of the Muruna Grama Panchayat as well as Opposite Party Nos.4 & 6- Sub-Collector, Balasore & Block Development Officer, Simulia, Balasore respectively and Opposite



Party No.7-Muruna Grama Panchayat, Balasore through its Executive Officer.

5. On perusal of the impugned order at Annexure-2, it has come to the fore that the Kalyan Mandap was given on monthly rental basis from 17.11.2020 to 16.11.2023 by an agreement entered into by the then Sarpanch along with one Sadananda Patri in his capacity as President of the Petitioners' society. The same is on record at Annexure-A/3.

6. Before expiry of the terms of the said agreement another agreement was entered into on 01.11.2021 by virtue of which the tenancy in respect of Kalyan Mandap was given on monthly rental basis from 01.12.2021 to 01.12.2026 and it is the specific stand that while passing the second resolution, the same was executed in an illegal manner without presence of the Panchayat Executive Officer.

7. Such stand of the Opposite Party Nos.8 & 7, the Sarpanch and Muruna Grama Panchayat, Balasore through its Executive Officer respectively in paragraph-8 of their counter affidavit has not been controverted in the rejoinder affidavit filed by the Petitioner.



7-A. It is apt to note that the Petitioners adopted the rejoinder filed in response to the counter affidavit filed by the Opposite Party No.7 as the rejoinder affidavit qua the counter affidavit of Opposite Party No.8.

8. On perusal of the impugned order at Annexure-2 passed by the Panchayat Executive Officer, Muruna Grama Panchayat, it is seen that it has taken note of the fact that the agreement on the basis of which the Petitioners are claiming a vested right to continue as a tenant is tainted with illegality in as much as the same was entered into on 01.11.2021 during the currency of the earlier agreement i.e. from 17.11.2020 to 16.11.2023 granting tenancy on monthly basis of the Kalyan Mandap to the society. (Curiously enough there is no reference even to the earlier agreement).

9. On a perspicuous analysis of the pleadings on record, this Court is of the considered view that there is no infraction in issuance of Annexure-1 which has been rightly upheld by the impugned order at Annexure-2 and the prayer of the Petitioners seeking for enforcement of the agreement at Annexure-3 by involving writ jurisdiction is ex-facie untenable. And, in the considered view of this Court the filing of the writ



petition in its present form is an abuse of process of law.

10. Keeping in view the public interest, this Court of equity is impelled to direct that the Petitioners shall hand over the possession of the Kalyan Mandap to the Muruna Grama Panchayat within a period of four weeks hence. Failing which, it shall be open for the authorities to act in accordance with law for enforcement of the order at Annexure-1.

11. Accordingly, the writ petition being devoid of merit is dismissed.

12. In view of disposal of writ petition, pending I.As., if any, also stand disposed of.

(V. Narasingh)
Judge

*Orissa High Court, Cuttack,
Dated the 23rd February, 2026/Ayesha*