



IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.29312 of 2025

Aswini Kumar @ Kumar Parida ***Petitioner***

Mr. Dipti Ranjan Bhokta, Advocate
-versus-

State of Odisha and others ***Opposite Parties***

Mr. Umesh Chandra Behura, Addl. Government Advocate

CORAM:

THE HON'BLE THE CHIEF JUSTICE

AND

THE HON'BLE MR. JUSTICE MURAHARI SRI RAMAN

ORDER

24.03.2026

Order No.

01. 1. The present writ petition is filed with the following prayer(s):-

“ *The petitioner, therefore, prays that this Hon'ble Court be graciously pleased to issue a Rule Nisi calling upon the opposite parties to show cause as to why a writ of mandamus or any other appropriate writ or writs shall not be issued.*

- i) *Directing the Opp.Parties to take a prompt decision and allow the petitioner to operate the sand quarry located in village Angalo under Bari Tahasil in the district of Jajpur and also direct the Opp.Parties to extend the lease period for remaining one year considering the facts and circumstances of this case.*
- ii) *If the opposite parties fail to show-cause or show insufficient cause to make the said rule absolute; and*
- iii) *To pass such other order/orders and to issue such other writ/writs as would afford complete relief to the petitioner;*



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

2. Learned Advocate for the petitioner submitted that the petitioner on 16.12.2020 executed a quarry lease in respect of Kharashrota River Sand Bed, Madhusudanpur for a period of five years with approved Mining Plans and valid Environmental Clearance. Despite complying with obligations and paying dues, the petitioner could not extract the requisite quantity due to administrative exigencies for certain periods and also restrictions imposed during pandemic. It is submitted by the learned counsel for the petitioner that the petitioner has already made a representation dated 21.08.2025 before the opposite party no.5-Mining Officer-cum-Competent Authority for extension of lease period for and the same is still pending for consideration.

2.1. It is further submitted by learned counsel for the petitioner that this Court directed the authority to consider the representation seeking extension of lease period during which the sand sariat could not be operated by the lease holder in the cases of *Prasanta Kumar Mohanty vs. State of Odisha, W.P.(C) No.33235 of 2025 vide judgment dated 17.12.2025* and *Suraj Agrawal vs. State of Odisha and others, W.P.(C) No.32657 of 2025 vide order dated 06.01.2026*.

3. Learned Additional Government Advocate though resisted grant of extension of period of lease due to absence of power under the statute, however conceded that case of certain lease holders were considered by the competent authority.

4. Considered the submission advanced by the counsel for respective parties, it is admitted fact on record that the tenure of the



lease in respect of Kharashrota River Sand Bed, Madhusudanpur was granted in favour of the petitioner by way of execution of lease deed on 16.12.2020 and, thereby the period of lease would expire on 15.12.2025.

5. Perusal of *judgment dated 17.12.2025* in the case of *Prasanta Kumar Mohanty (supra)*, it is revealed that this Court has made the following observations:-

*“7.5. ***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 [Dharmendra Kumar Singh Vrs. State of Uttar Pradesh, reported in (2021) 1 SCC 93], 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.”

6. This Court in *Suraj Agrawal vs. State of Odisha and others (supra)* 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 feels 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.

4.7. As abundant caution it is clarified that nothing stated above on facts be construed as expression of opinion on the merit of the matter. The appropriate authority is free to take independent decision on the merit of the matter on the basis of the material placed on record before him by the petitioner.”

7. Considered the aforesaid submissions and contentions of the learned counsel for the respective parties.

7.1. It emanates from the documents enclosed to the writ petition that the petitioner was granted lease for Kharashrota River Sand Bed, Madhusudanpur on execution of lease deed dated 16.12.2020 with the Tahasildar, Bari in the district of Jajpur for a period of five years, commencing from 2020-21 to 2024-25. On account of pandemic situation prevailing in entire world and other administrative exigencies the petitioner could not operate the quarry for certain period.



7.2. Considering the grievance of the petitioner that on account of pandemic situation during the relevant period and other administrative exigency, the petitioner could not operate the quarry for certain period as mentioned above.

7.3. At this stage, it may be relevant to take note of a case being considered by this Court with regard to similarly circumstanced person in *Rajesh Kumar Mohapatra Vrs. State of Odisha and others* in W.P. (C) No.36082 of 2020, as relied on by the counsel for the petitioner to buttress the claim of the petitioner. Said case was disposed of *vide* order dated 31st May, 2021 showing indulgence taking into account the circumstances beyond control of the petitioner therein.

7.4. Having the aforesaid factual matrix and the submissions along with the decisions 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. At this juncture, a reference to *Gwalior Development Authority and another vs. Bhanu Pratap Singh*, (2023) 3 SCR 498, can be made, wherein paragraphs 18 and 20 read as follows:

“18. However, the fact is that the parties sitting across the table, got the lease deed executed for 18262.89 sq. meters without demur on 29th March, 2006 and the transaction stood concluded after execution of the lease deed, which was initiated pursuant to a tender floated by the appellant on 13th March, 1997 and since the lease deed was to be compulsorily registered under Section 17 of the Registration Act, 1908, it was nowhere open to be altered or amended even by the High Court in exercise of its jurisdiction under Article 226 of the Constitution.



20. *The submission made by the respondent that the tender floated by the appellants on 13th March, 1997 was called upon to the bidders to submit their bid for 27887.50 sq. meters and which could not have been segregated, more so after the bid has been finalized @Rs.725/- per sq. meter and that alone has been taken care of by the High Court by directing to execute the lease deed for the remainder of the land, in our considered view, is bereft of merit for the reason that so far as the tender floated by the Authority on 13th March, 1997 is concerned, the transaction was concluded on execution of the lease deed executed without demur for 18262.89 sq. meters on 29th March, 2006 and after the transaction is concluded and the instrument being registered under the law, it was not open to either party to question at least in the writ jurisdiction of the High Court under Article 226 of the Constitution and the mandamus issued by the High Court to execute the lease deed for the remainder of the area without any consideration is completely contrary to the settled principles of law and deserves to be set aside.”*

7.5. It is well-settled principle that invoking power under Article 226 of the Constitution of India, Court cannot extend the period of lease. However, this Court is taken to Rule 64 of the Odisha Minor Minerals Concession 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.”

7.6. 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.

7.7. Since the petitioner has already approached the appropriate authority by filing a representation dated 21.08.2025 *vide* Annexure-4 and the same is stated to be pending, this Court, therefore, disposes of the writ petition with direction to the authority concerned to consider the grievance/representation of the petitioner pragmatically within a period of four (4) weeks from date and communicate the decision taken thereon to the petitioner forthwith.

8. As an abundant caution, it is clarified that nothing stated above on facts be construed as an expression of any opinion of this Court on the merit of the matter. The appropriate authority is free to take independent decision on the merit of the matter on the basis of the material placed on record before him by the petitioner.

9. With the aforesaid observations and direction, the writ petition along with pending Interlocutory Application (s), if any, stand disposed of.

(Harish Tandon)
Chief Justice

(M.S. Raman)
Judge