



IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No. 33509 of 2025

Soubhagya Kumar Nayak

Petitioner

Mr. P.K. Satapathy, Advocate

-versus-

1. State of Odisha

Opposite Parties

***represented through its
Commissioner-cum-
Chairman Panchayat Raj &
Water Supply Department,
Bhubaneswar***

2. Collector, Sambalpur

***3. Sub-Collector, Kuchinda,
Sambalpur***

***4. BDO, Bamra block,
Sambalpur***

***5. Keshibahal Gram
Panchayat, represented
through its Sarpanch,
Sambalpur***

***6. Shibasankar SHG,
Sambalpur***

Mr. P.K. Ray, AGA

CORAM: JUSTICE V. NARASINGH

ORDER

24.02.2026

Order No.

02. 1. Heard learned counsel for the Petitioner and learned counsel for the State.
2. Assailing the illegality of the auction notice dated 07.06.2025 vide Annexure-1 issued by the Sarpanch, Kesaibahal G.P., the present writ petition has been filed.



3. The submission of the learned counsel for the Petitioner that the issuance of such notice is in patent violation of the provisions as contained under Rule 48(5) of the Odisha Grama Panchayat Rules, 2014 (hereinafter referred to as "Rules, 2014").

4. At this juncture, it is apt to note that notice of this application was issued on 13.01.2026 and Registry has indicated that the AD has been received after due service of notice on Opposite Party Nos.5 & 6.

There is no appearance on behalf of Opposite Party Nos.5 & 6, when the matter is called.

5. It is the submission of the learned counsel for the Petitioner that on a bare perusal of the auction notice at Annexure-1, it can be seen that violation of prescriptions of Rule 48(7) of the Rules, 2014, is tell-tale.

6. The first objection which is taken is that, contrary to the stipulation, the auction notice has been issued by the Sarpanch, whereas the rule enjoins that it should be by the BDO, and the further procedure laid down in Rule 48(5) of the Rules, 2014 has also been violated.

7. Since the issue falls within a narrow compass, it is apposite to refer to Rule 48(5) as well as Rule 48(7) of the Rules, 2014, which are extracted hereunder for convenience of reference:--



"48. (1) to (4)xxx

(5) (a) The Sub-Collector shall send a list of properties, to be leased out by public auction indicating the period of lease and upset price, to the respective Block Development Officer who shall thereupon fix the dates for auction of all or any of such properties and issue notices for such auction.

(b) He may authorize any of his junior officers to conduct auction for sale of properties whose upset price is rupees five thousand or less.

(c) The notice for auction shall be issued before fifteen clear days of the date fixed for auction and shall be published in the notice board of the Panchayat, Panchayat Samiti, Sub-Divisional Office and at such other place or places as the Block Development Officer or his Junior Officer, as the case may be, deem necessary.

(6)xxx

(7) (a) No person shall be allowed to bid unless and until he deposits the security money and produces a certificate from the concerned Grama Panchayat to the effect that he has cleared all dues accruing to the Grama Panchayat in respect of any previous lease taken by him.

(b) The security deposit shall be ten per cent of the upset price fixed by the Sub-Collector. The security money shall be paid to the Officer conducting the auction sale who shall record the details in sale records."

8. On perusal of the auction notice which is extracted hereunder, it is seen that the same is



conspicuous by the absence of details of the properties to be auctioned, and the same having been issued by the Sarpanch militates against the procedure prescribed under Rule 48(5)(a) of the Rules, 2014. And, resting his submission on the infraction of the said Rules, 2014, learned counsel for the Petitioner seeks quashing of the auction notice.

9. Learned counsel for the State, on the other hand, opposes such prayer and relying on the counter affidavit filed on behalf of Opposite Party Nos. 1 to 4, submits that the lease deed has, in fact, been executed with Opposite Party No. 6 on 07.07.2025. In this context, he refers to Rule 47(2) of the Rules, 2014 and submits that, since the lease deed has been executed in terms of Rule 47(2) of the Rules, 2014, the alleged infraction of Rule 48 of the Rules, 2014, as alleged, is of no significance.

10. At the first blush, such submission appears to be attractive. If the provisions as contained in Rule 47 of the Rules, 2014 are juxtaposed with one under Rule 48 of Rules, 2014, the reasonable conclusion that can be drawn is that Rule 47 of the Rules, 2014 does not envisage resorting to auction whereas the tenor of the counter affidavit of the Opposite Party Nos.1 to 4 is that there is no irregularity in the auction and in this context reference can be made to paragraphs-11 & 12 of the counter affidavit.



Paragraph-12 of the counter affidavit is in response to the paragraph-6 of the writ petition wherein violation of Rule 48(5) of the Rules, 2014 has been specifically pleaded.

“12. That the averments made in Para-6 of the writ petition are not correct and hereby denied. It is humbly submitted that the Form No. 13 containing complete details including description, area, location, and upset price (as approved by the Sub-Collector, Kuchinda) was circulated to all Gram Panchayats by the Office of the BDO after fixation of the upset price. The same form no. 13 was formed part of the auction notice affixed on the notice board of the Gram Panchayat. Therefore, the question of illegality on the ground of non-disclosure of upset price does not arise”

Infraction of Rule 48(5) of the Rules, 2014 has remain unanswered.

11. Hence, in the light of the submissions made and on the basis of materials on record, this Court is persuaded to hold that there is infraction of Rule 48 of the Rules, 2014 and the defence as being advanced that the agreement of lease has been entered into by exercising Rule 47(2) of the Rules, 2014 is contrary to the stand of the State in the counter affidavit as extracted hereinabove.

12. Accordingly, this Court is persuaded to hold that there has been illegality in the issuance of the auction notice dated 07.06.2025 and the execution of



the lease deed with Opposite Party No. 6. Hence, the auction notice as well as lease in respect of the property is set aside.

13. Liberty is granted to the State to settle the Kata of village Niktimal afresh by following the modalities as envisaged under the Rules, 2014.

14. Accordingly, the writ petition stands disposed of.

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

Ayesha

**(V. Narasingh)
Judge**