

**IN THE HIGH COURT OF JHARKHAND AT RANCHI**  
**W.P.(C) No.4648 of 2025**

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S.T. Construction Private Limited, a Company registered under the Companies Act, 1956 having its registered office at D-17, First Floor, Sector 20, Noida, District Gautam Budh Nagar, District Noida, Uttar Pradesh through its authorized signatory Shaleen Apurva Verma aged about 48 years, son of Late Jagat Kishore Verma, residing at 503 D, Ashok Nagar, Post Ashok Nagar, Police Station Argora, District Ranchi

.... ....

**Petitioner**

**Versus**

1. The State of Jharkhand;
2. The Secretary, Department of Mines & Geology officiating from Nepal House, Post Doranda, Police Station Doranda, District Ranchi;
3. The Deputy Commissioner Garhwa officiating from Garhwa, Post Garhwa, Police Station Garhwa, District Garhwa;
4. The Jharkhand State Mineral Development Corporation Limited through its Managing Director officiating from Khaniz Nigam Bhawan, Nepal House, Post Doranda, Police Station Doranda, District Ranchi;
5. In-charge Sand-1, Jharkhand State Mineral Development Corporation Limited officiating from Khaniz Nigam Bhawan, Nepal House, Post Doranda, Police Station Doranda, District Ranchi

.... ....

**Respondents**

**CORAM : HON'BLE MR. JUSTICE SUJIT NARAYAN PRASAD**  
**HON'BLE MR. JUSTICE ARUN KUMAR RAI**

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For the Petitioner	: Mrs. Ritu Kumar, Advocate Mr. Samavesh Bhanj Deo, Advocate Mr. Raj, Advocate
For the Respondents	: None

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**C.A.V. on 08.09.2025**

***Pronounced on 26/09/2025***

**Per Sujit Narayan Prasad, J.**

1. This writ petition is under Article 226 of the Constitution of India seeking for the following reliefs: -

*“For issuance of an appropriate writ/Rule/Direction particularly a writ in the nature of Certiorari for quashing/setting aside the letter*

*contained in Memo No.1033 dated 31.07.2025 (Annexure-7) issued under the signature of the respondent no.5 whereby and whereunder the empanelment of the petitioner for operation of the sand ghat has been cancelled with effect from 16.08.2025 on the implementation of Sand Mining Rules, 2025 and it has been directed to take back his EMD amount and for any other relief or reliefs to which the petitioner may be found entitled to.”*

2. The brief facts of the case, as per the pleading made in the writ petition, requires to be enumerated, which read as under: -

(i) It is the case of the writ petitioner that the petitioner is a Partnership firm registered under the Companies Act, 1956. A notice inviting expression of interest being Notice No.06/2021-22 dated 30.09.2021 was issued by the Jharkhand State Mineral Development Corporation Limited for empanelment of Mine-developer-cum-operator (MODs).

(ii) The petitioner along with other bidders participated in pursuance to the notice inviting expression of interest being Notice No.06/2021-22 dated 30.09.2021 (Annexure-2) and the petitioner being the lowest financial bidder (L-1) was selected by the Deputy Commissioner, Garhwa for north Koyal 09 sand ghat 9 area 22.50 (H.a.) in Garhwa District.

(iii) Thereafter, the petitioner received a letter contained in memo no.1293 dated 05.07.2022 by e-mail from Jharkhand State Mineral Development Corporation Limited empaneling it for

Category-B Sand Ghats of JSMDCL.

(iv) The petitioner was issued letter of intent contained in memo no.641 dated 26.05.2023. Consequent to the issuance of letter of intent contained in memo no.641 dated 26.05.2023, the petitioner deposited the requisite Bank Guarantee and Advance Bank Guarantee for a tenure of five years.

(v) It is the further case of the writ petitioner that an agreement was executed between the petitioner and Jharkhand State Mineral Development Corporation Limited on 24.01.2024.

(vi) The petitioner thereafter got a Mining Plan prepared and approved and duly sanctioned by the District Mining Officer and the Deputy Commissioner, Garhwa. Petitioner got the mandatory clearance from Garm Sabha, Circle Officer, Divisional Forest Officer, Wildlife clearance and 500 meters distance from forest land etc.

(vii) The petitioner started working in pursuance to the Agreement dated 24.01.2024 to the satisfaction of all concerned and no complaint of any kind was ever made against it from any corner. Surprisingly, the petitioner received a letter contained in memo no.1033 dated 31.07.2025 issued under the signature of the respondent no.5, whereby and whereunder, the empanelment of the petitioner for operation of the sand ghat has been cancelled w.e.f. 16.08.2025 on the implementation of Sand Mining Rules, 2025 and it has been directed to take back its EMD amount. The said order is under challenge in this writ petition.

**Submissions of the learned counsel for the petitioner**

3. Learned counsel for the writ petitioner has taken the following grounds in assailing the impugned order: -

- (i) It has been contended that the respondent authorities while passing the order impugned have not appreciated the fact in the right perspective.
- (ii) It has further been contended that the respondent authorities have no jurisdiction to issue the letter as contained in memo no.1033 dated 31.07.2025 and cancel the empanelment of the petitioner for operation of the sand ghat w.e.f. 16.08.2025 on the implementation of Sand Mining Rules, 2025 whereas Rule 20(3) of the Jharkhand Sand Mining Rules, 2025 clearly lays down that after these Rules, any earlier executed lease deed or as period defined in the order for deemed lease shall be valid till the validity of the lease deed.
- (iii) It has also been contended that the tenure of the agreement shall be of three years from the commencement date, which can further be extended for maximum period of two years by the mutual consent of JSMDCL and the MDO on the basis of MDO's performance and the empanelment of each MDO shall be valid for five years from the

date of empanelment subject to annual renewal of JSMDCL.

- (iv) Learned counsel, based upon the aforesaid grounds, has submitted that the order impugned may be interfered with and hence, is liable to be quashed and set aside.
- (v) Lastly, it has been submitted that issue involved in the present case is lying pending for consideration in W.P.(C) No.4503 of 2025 and analogous cases which was reserved on 4<sup>th</sup> September, 2025, hence, the present petition may also be disposed of in the light of the aforesaid case.

4. None appears for the respondents.

#### **Analysis**

- 5. We have heard the learned counsel for the petitioner and gone through the pleadings made in the writ petition as also the reasons assigned by the authority concerned negating the claim of the writ petitioner.
- 6. We have considered the arguments advanced on behalf of the parties and perused the judgment passed by this Court in W.P.(C) No.4503 of 2025 and analogous cases on 25.09.2025.
- 7. We, after going through the prayer and pleadings made in the writ petition, as also, the judgment dated 25.09.2025 passed in W.P.(C) No.4503 of 2025 and analogous cases, have found

that the issue, which is the subject matter of the present writ petition, has been decided by this Court in the aforesaid judgment, for ready reference, the relevant paragraphs of the aforesaid judgment being W.P.(C) No.4503 of 2025 and analogous cases, are being referred as under:-

*“110. There is no doubt that once the right has been accrued in favour of any individual the same cannot be snatched away or taken away by virtue of enactment of the subsequent rule(s)/policy decision/resolution. The aforesaid position of law is evident from provision of Section 6 of the General Clauses Act particularly the sub-section (c) thereof.*

*112. It is, thus, evident from perusal of Section 6 thereof that in a case of repealment of the earlier enactment no right will be said to be accrued by virtue of the repelled Act but if the right has been accrued then the same will be said to be done in pursuance to the subsequent rule thereby the saving right will accrue in favour of one or the other individual.*

*115. Mr. Sumeet Gadodia, learned counsel for the petitioners has taken the ground of accrued right on the basis of the fact that after having been empanelled by the JSMD in pursuance to the Policy of 2017, and based upon that the environmental clearance and other required documents was also issued by the competent authorities, hence, the case of the writ petitioners will come under the fold of Rule 20(1) of Rules of 2025, wherein it has been provided that on the commencement of these rules, the Jharkhand Sand Mining Policy, 2017 and its subsequent amendments shall cease to be in force except as regards things, done or omitted to be done before such commencements.*

*116. Learned counsel for the petitioners has submitted that since one or the writ petitioners have been empanelled and the environmental clearance has also been given by the competent authority hence it cannot be disputed that the things has not been done and thereby the right of the writ petitioners is saved in view of provision of Rule 20(1) Rules of 2025.*

*117. Contrary to the same, learned Advocate General has submitted by referring to Rule 20(3) of Rules of 2025 that after the notification of these rules, any earlier executed lease deed/deemed lease shall be valid till the validity of lease deed, or as the period defined in the order for deemed lease; subsequently the process of mineral concession shall be adhered to these rules.*

118. The learned Advocate General in addition to the aforesaid has also submitted that the things which is being said to be done is not in favour of the writ petitioners rather JSMD C as an agent and the moment the validity of the lease itself expires by virtue of enactment of subsequent Rules of 2025, in exercise of power conferred under Section 15 of the MMDR Act, 1957 coupled with the fact that the reference of the date of validity as 15.08.2025 has also been made in the said documents i.e., in environmental clearance dated 22.01.2025 (Annexure-9), agreement dated 08.05.2025(Annexure-11) in clause no. 4(v) and in the notification dated 30<sup>th</sup> September, 2022(Annexure-14). Hence, it is not a case where there is any accrued right which is being claimed by the petitioner.

119. We, on consideration of the aforesaid submission, have examined the different documents along with the policy decisions and enactments.

120. The first policy decision is dated 16<sup>th</sup> August, 2017 issued in exercise of power conferred under Section 15 of the MMDR Act, 1957, in which specific condition has been stipulated as under Rule 4 (b), which says that all the sand deposits in Category-2 shall be allocated to JSMD C for a minimum period of 5 years or more as decided by the Government.

121. Thereafter, by virtue of amendment having been incorporated in the JMMC Rules, 2004 in exercise of power conferred under Section 15 of the MMDR Act, 1957, the Jharkhand Minor Mineral Concession (Second Amendment) Rules, 2017 has come which was notified on 12<sup>th</sup> December, 2017 inserting a provision as 12(4) whereby the JSMD C has been given the status of 'deemed lessee'.

122. Hence, it is evident that sand deposits in Category-2 shall be allocated to JSMD C for a minimum period of 5 years, subject to extension to be decided by the government. Therefore, as per Rule 12(4) of Jharkhand Minor Mineral Concession (Second Amendment) Rules, 2017 which was notified on 12<sup>th</sup> December, 2017, the status of JSMD C of deemed lessee will be valid up-to the period of 5 years. Thereafter, as per notification dated 30<sup>th</sup> September, 2022, tenure of deemed lessee JSMD C was extend for three years from 16.08.2022 meaning thereby the same will be operative up to 15.08.2025.

123. Further, the Jharkhand Sand Mining Policy, 2017, has been ceased by virtue of Rule 20(1) of Jharkhand Sand Mining Rules, 2025, by notification dated 9<sup>th</sup> May, 2025 wherein also specific reference has been made at Rule 20(3) that after the notification dated 9<sup>th</sup> May, 2025, any earlier executed lease deed/deemed lease shall be valid till the validity of lease deed or as period defined

for deemed lease. It is reiterated herein that one or the other writ petitioners has not been granted the status of deemed lessee rather they are agent of the deemed lessee i.e., JSMDL.

124. The question of accrued right only on the ground of empanelment MDO of the one or the writ petitioners by virtue of the Letter of Empanelment dated 30.09.2022 and based upon that the agreement between the parties dated 8<sup>th</sup> May,2025 and other documents have been issued has been taken as a ground to for '**Legitimate Expectation**' or the accrued right but it cannot be accepted since in the said Letter of Empanelment, the specific term of empanelment has been referred that the empanelment of MDO shall be valid for a period of five years from the date of issuance of Letter of Empanelment or till the validity of the status of JSMDL as a deemed lessee for the Category-II sand ghats subject to annual renewal by the JSMDL. After the expiry of five years renewal of empanelment of the MDO, if applicable shall be at the sole discretion of JSMDL.

125. It is admitted case herein that validity of empanelment of one or the other writ petitioners as MDOs, remain for a period of 5 years having not been extended by the JSMDL.

126. It is also evident from the Letter of Empanelment dated 30.09.2022 that the same has been made valid for a period of five years from the date of issuance of the letter of empanelment or till the validity of status of JSMDL as deemed lessee for Category II Sand Ghats subject to annual renewal. It is evident from the letter of empanelment that the petitioners have already been apprised that empanelment is valid for a period of 5 years from the date of issuance of letter of empanelment or till the validity of the status of JSMDL as deemed lessee.

127. Here, it is not in dispute that the validity of the status of JSMDL as deemed lessee has been ceased to be operative after 15.08.2025 by virtue of notification dated 30.09.2022. Even Environmental Clearance dated 22.01.2025 issued by SEIAA at Column 10 'Mine Life' it is stated that lease period to be 15.08.2025 as per provision of Jharkhand State Sand Mining Policy, 2017.

128. This Court has found that there is specific condition referred in the Letter of Empanelment that the validity will depend upon the status of the deemed lessee and admittedly the JSMDL itself has expired after 15.08.2025. Hence, it is not the question of accrued right or legitimate expectation, as has been taken as a ground for seeking relief, and is being claimed on behalf of petitioners on the basis of Rule 20(1) of Jharkhand Sand Mining Rules, 2025, which was



*notified by notification dated 9<sup>th</sup> May, 2025 in which accrued right is being claimed, but, the same is ceased to operate after 15.08.2025 by virtue of issuance of notification dated 30.09.2022.*

*129. Admittedly, the writ petitioners have accepted the terms and conditions of the Letter of empanelment dated 30.09.2022 and once it has been accepted that their status will be only of the MDOs depending upon the validity of status of the deemed lessee i.e., JSMD C then it is not available to raise the issue of 'accrued right' or 'legitimate expectation'.*

*130. It is also evident that validity of five years has also been given in documents such as in clause 4 of Policy of 2017, wherein it has been noted that sand deposit in category-2 shall be allocated to JSMD C for a minimum period of 5 years and in invitation of Financial Proposal from Empanelled MDOs at Clause 5.3 under 'contract period', tenure of agreement is written as 3 years from the commencement date, which was further extendable to 2 more years.*

*131. Further Rule 20(3) of Rules of 2025 also provides that after notification of these rules, any earlier executed lease deed/deemed lease shall be valid till the validity of lease deed, or as the period defined in the order for deemed lease; subsequently the process of mineral concession shall be adhered to these rules.*

*132. This Court is of the view that Rule 20 since contains sub-provisions (3) hence all the provisions are required to be read together in entirety and not in piecemeal. Although Rule 20(1) of Rules of 2025 provides by saving the right to the effect that on the commencement of these rules, the Jharkhand Sand Mining Policy 2017 and its subsequent amendments shall cease to be in force except as regards things, done or omitted to be done before such commencements, but when Rule 20(1) will be read together with Rule 20(3), wherein it has specifically been provided that after the notification of these rules, any earlier executed lease deed/deemed lease shall be valid till the validity of lease deed, or as the period defined in the order for deemed lease.*

*133. Herein, by virtue of notification dated 30.09.2022, the status of the deemed lessee i.e., JSMD C became in-operational after 15.08.2025, hence, this Court is of the view that the petitioner will have no accrued right.*

*134. So far as the issue of legitimate expectation, on the basis of agreement, so entered in between the petitioner and the JSMD C and empanelment of the petitioner as MDO, is concerned, the parties have entered into the agreement with clear stipulation as mentioned in clause 4 that the empanelment of MDO would be for 5 years, but the same is subject to proviso*

to clause 4, which says that above clause shall be subject to the applicability of the date as per Sand Mining Policy and currently it is 15.08.2025. Therefore, on this ground the petitioner has failed to make out a case on the ground of legitimate expectation.

136. In the present case, it is the policy decision of the State Government to change the old policy, wherein, earlier sand ghats were allocated through JSMD as deemed lessee under Jharkhand State Sand Mining Policy, 2017. Now, Jharkhand State Sand Mining Policy, 2017 has expired by coming into existence of new Jharkhand Sand Mining Rules, 2025 by notification dated 9<sup>th</sup> May, 2025, and in this new Rule of 2025 provision has been made that allocation of sand ghats will be done through competitive bidding by e-auction. Hence, this court would not interfere as per ratio laid down in **Union of India v. Hindustan Development Corpn., (Supra)** in matters relating to change of old policy viz. Jharkhand State Sand Mining Policy, 2017 and replacing it by new Jharkhand Sand Mining Rules, 2025. Further, the ground of legitimate exception is also not available to the petitioners as petitioners have no crystalized right as the status of JSMD as a deemed lessee was only up to 15.08.2025 as per notification dated 30<sup>th</sup> September, 2022 and also on account of the fact that the Jharkhand Sand Mining Policy, 2017 has been ceased by virtue of Rule 20(1) of Jharkhand Sand Mining Rules, 2025, by notification dated 9<sup>th</sup> May, 2025.

137. This Court, in view of discussions made hereinabove and the law laid down by Hon'ble Apex Court in the case of **Union of India v. Hindustan Development Corpn., (Supra)**, is of the view that the petitioner has neither got any 'accrued right' nor 'legitimate expectation'.

138. So far as the argument that the period of five years will be counted from the date of making it operational and not from the date of allocation, this Court is in agreement with the submission advanced by learned Advocate General that the validity of the bid document under which the right to operate the sand ghats are being granted in favour of one other writ petitioners itself has lost its force by virtue of coming into existence of Jharkhand Sand Mining Rules, 2025, which was notified on 9<sup>th</sup> May, 2025.

139. Further, relying on the ratio in the case of **State of Punjab (Supra)** and **Gammon India Ltd. (Supra)**, we find that by enacting the new Act 'Jharkhand Sand Mining Rules, 2025', specific provision has been made to obliterate the 2017 Policy i.e., "Jharkhand State Sand Mining Policy, 2017". The Jharkhand Sand Mining Policy, 2017, has been ceased by virtue of Rule 20(1) of Jharkhand Sand Mining Rules, 2025, by notification

*dated 9<sup>th</sup> May, 2025 wherein specific reference has been made at Rule 20(3) that after the notification dated 9<sup>th</sup> May, 2025, any earlier executed lease deed/deemed lease shall be valid till the validity of lease deed or as period defined for deemed lease.*

*140. Accordingly, the issues no.(I) and (II) has been answered against the writ petitioners.*

*141. Now, we are proceeding to decide the issue no.(III) i.e. whether policy decision dated 30<sup>th</sup> September, 2022, to the extent it declares Jharkhand State Mineral Development Corporation as Deemed Lessee of all Sand Ghats only up to 15<sup>th</sup> August, 2025, is arbitrary and contrary to the vice of Article 14 of the Constitution of India.*

*142. So far as the prayer no. 1 (III) is concerned which is for setting aside the notification dated 30<sup>th</sup> September, 2022 to the extent it declares Jharkhand State Mineral Development Corporation as Deemed Lessee of all Sand Ghats only up to 15<sup>th</sup> August, 2025, as opposed to being declared as Deemed Lessee of Sand Ghats for a period of five years from the date of operation of Sand Ghats, as being violative of Rule 12(4) of Jharkhand Minor Mineral Concession (Second Amendment) Rules, 2017, is concerned, the validity of the aforesaid policy decision dated 30<sup>th</sup> September, 2022 has been questioned on the ground that the same is in the teeth of provision of Rule 12 (4) of the Jharkhand Minor Mineral Concession (Second Amendment) Rules, 2017, which was notified on 12<sup>th</sup> December, 2017.*

*143. The provision of Rule 12(4) has given the status to JSMD C to deemed lessee, however, the same has been taken away by virtue of new rules Jharkhand Sand Mining Rules, 2025, by notification dated 9<sup>th</sup> May, 2025.*

*144. We are conscious that the validity of the Rule is to be declared ultra vires if it is in the teeth of the parent Act/Rule or hits the principles as contained under Article 14 of the Constitution of India.*

*146. We, after going into the pleading made in the writ petition, have found that no specific ground has been taken as to why the policy decision dated 30<sup>th</sup> September, 2022, is to be declared invalid save and except the ground that the right as is being claimed on behalf of petitioner has been taken by virtue of notification dated 9<sup>th</sup> May, 2025 by which Jharkhand Sand Mining Rules, 2025 came into existence.*

*147. This Court, in order to come to the conclusion as to whether the policy decision as per notification dated 30<sup>th</sup> September, 2022 is in the teeth of amendment incorporated in the JMMC Rules, 2004 as notified by virtue of notification dated 12<sup>th</sup> December, 2017, has gone through both the notifications and found that the notification dated 12<sup>th</sup> December, 2017 has been issued*

*in exercise of power conferred under Section 15 of the MMDR Act, 1957.*

*148. The notification dated 9<sup>th</sup> May, 2025 has also been issued in exercise of power conferred under Section 15 of the MMDR Act, 1957. Section 15 of the MMDR Act, 1957 confers power upon the State to make out rules for the purpose of regulating the grant of quarry leases, mining leases and other mineral concessions for minor minerals. ....*

*149. The argument that it is in the teeth of statutory provision had been accepted if the notification dated 9<sup>th</sup> May, 2025 would have been issued not under the power conferred under Section 15 of the MMDR Act, 1957 but herein the notification dated 9<sup>th</sup> May, 2025 has been issued in exercise of power conferred under Section 15 of the MMDR Act, 1957. Since the State Government has been conferred with the power under Section 15 of the MMDR Act, 1957 to make out the rules and the State on its own wisdom if has come out with notification dated 9<sup>th</sup> May, 2025 for the purpose of allocation of sand ghats through e-auction in order to follow the principle of fairness and transparencies as also with a mission for more revenue generation. Hence, on the basis of such reason if any departure has been made by taking away the status of the JMSDC of deemed lessee by Rule 20(3) of Rules of 2025, which status was conferred inserting Rule 12(4) in JMMC Rules, 2004 by notification dated 12.12.2017 in exercise of power conferred under Section 15 of the MMDR Act, 1957, then according to our considered view, it cannot be said that the notification dated 9<sup>th</sup> May, 2025 is in the teeth of provision of Rule 12(4) JMMC Rules, 2004 having been inserted by way of amendment as notified in notification dated 12<sup>th</sup> December, 2017. Rather, when we have gone through the notification dated 9<sup>th</sup> May, 2025, we have found particularly from Rule 6.IV.a that the sand deposit of category 2 shall be managed through competitive bidding (e-auction). The e-auction shall be conducted by the District Committee as constituted by the Department of Mines and Geology, Government of Jharkhand under the Chairmanship of Deputy Commissioner. Further, at clause 6.IV.c, it has been stated that the reserve price of the auction shall be determined by the District Committee as per the guidelines issued by the Directorate of Mines. After two unsuccessful attempts of auction the Reserve Price shall be re-determined after due consideration of all socio, technical and economical aspects. ....*

*150. We, after going through the Jharkhand State Sand Mining Policy, 2017, have found that all the sand deposits in Category-2 shall be allocated to JSMDC for a minimum period of 5 years or more as decided by the*

Government. The Sand is decided to be sold by the JSMDc on commercial basis in consultation with the Government, meaning thereby, JSMDc, since has been given as the status of deemed lessee by notification dated 12.12.2017 and by Notice Inviting Expression of Interest dated 30.09.2021 sand is directly to be sold out through the agent i.e., the writ petitioners herein who have been empanelled as MDOs.

151. Since we are living in the competitive era and as such if in such circumstances as also for the purpose of earning revenue by the process of e-auction in order to get rid of any intermediary, even in the present case government undertaking Respondent No.4 Jharkhand State Mineral Development Corporation Ltd., who is to sold out the sand through the third party i.e., agent [MDOs] and in such circumstances the government has taken a decision to allocate the sand ghats through competitive bidding by the process of e-auction then the same according to our considered view cannot be said to suffer from any vice or malice or arbitrariness rather the bid process once will be followed then the same will be in the public domain for the purpose of following the fairness and transparency as also the government may have the own source of earning through the bidding process. The bidding process also does not create any right upon any individual and thereby the monopolistic right has also been taken care of.

152. This Court, applying the principle to declare the statute to be invalid as has been decided by the Hon'ble Apex Court in the case of **Naresh Chandra Agrawal Versus Institute of Chartered Accountants of India and Others(supra)**, is of the view that the policy decision dated 30<sup>th</sup> September, 2022, to the extent it declares Jharkhand State Mineral Development Corporation as Deemed Lessee of all Sand Ghats only up to 15<sup>th</sup> August, 2025, cannot be held to be arbitrary and contrary to the vice of Article 14 of the Constitution of India.

153. The ground of saving the right has also been taken into consideration. The saving of the right depends upon the accrual of the right, which we have already discussed above.

154. This Court considering the discussion as above is of the view that the relief as sought for in prayer 1(iii) is not fit to be extended in favour of the writ petitioner.

155. Accordingly, issue no. (III) is answered against the writ petitioners.

156. Further, from the notification dated 30.09.2022, it is evident that the JSMDc was deemed lessee only up-to 15<sup>th</sup> August, 2025 and admittedly the State Government has not extended the same and further it does not come within the ambit of saving clause, as

*discussed above, as such the agreement executed between the JSMD C and the petitioner has been cancelled vide order dated 01.08.2025, which requires no interference.*

*157. So far as the issue raised on behalf of petitioners that earnest money has been deposited in terms of agreement dated 8<sup>th</sup> May, 2025, is concerned, submission has been made at Bar by learned Advocate General that since the agreement in between the JSMD C and the petitioner has been cancelled vide memo no. 1067 dated 01.08.2025 by JSMD C, as such petitioner has been informed to submit the details of bank account so that security would be refunded to the petitioner(s) in terms of the agreement. Further, it has been submitted that Clause 13 of the Agreement is there which provides for dispute resolution and arbitration clause, which may be resorted to by the petitioner, if they are at all aggrieved.*

*158. This Court in view specific submission advanced by learned Advocate General to the effect that petitioner has been informed to submit the details of bank account so that security be refunded to the petitioner(s) in terms of the agreement, is of the view that the petitioner, if requires, may approach to the authority for refund of the security, if any. Further if there is any dispute regarding it, it is left open to the writ petitioners to raise the arbitration clause, if the petitioner so wishes.*

*159. The issues framed by this Court are answered accordingly.*

*160. With the aforesaid observations and directions, all the writ petitions stand dismissed."*

8. This Court therefore is of the view that since the factual aspect is identical and the issue has already been dealt with by this Court in W.P.(C) No.4503 of 2025 and analogous cases on 25.09.2025, hence, there is no reason to take distinct view.
9. Since this Court has taken the view in W.P.(C) No.4503 of 2025 and analogous cases on 25.09.2025 by declining to pass positive direction in favour of the writ petitioners, hence, the instant writ petition also deserves to be dismissed.
10. Accordingly, the instant writ petition stands dismissed, in terms of the judgment dated 25.09.2025 passed in W.P.(C) No.4503

of 2025 and analogous cases.

11. In consequence thereof, pending interlocutory application(s), if any, stands disposed of.

**(Sujit Narayan Prasad, J.)**

**I Agree**

**(Arun Kumar Rai, J.)**

**(Arun Kumar Rai, J.)**

**26/09/2025**

Rohit/-**A.F.R.**

Uploaded on 26.09.2025