



2026:AHC:38613

HIGH COURT OF JUDICATURE AT ALLAHABAD

WRIT - C No. - 6988 of 2026

Ram Chandar

.....Petitioner(s)

Versus

State Of U.P. And 4 Others

.....Respondent(s)

Counsel for Petitioner(s)	: Dharm Raj, Ramnath
Counsel for Respondent(s)	: Bhupendra Kumar Tripathi, C.S.C.

Court No. - 6

HON'BLE PRAKASH PADIA, J.

1. The petitioner has preferred present writ petition inter-alia with the following prayer :-

"(i) Issue a writ order or direction in nature of mandamus commanding directing the respondents not to interfere in 10 years fisheries lease (16.06.2016 to 15.06.2026 granted to petitioner)

(ii) Issue a writ order or direction in nature of mandamus directing the Sub Divisional Magistrate, Shahganj, District Jaunpur to decide the representation proffered by the petitioner before him."

2. The facts in brief as contained in the writ petition are that petitioner was granted a lease for pond on 16.06.2016 for a period of ten years, i.e., upto 15.06.2026.

3. It is argued that after about ten years on 30.07.2025 fishes of the petitioner are still in the pond and the petitioner is still doing the fishery work. A letter dated 18.02.2025 was written by the respondent no.3- Tehsildar, Tehsil-Shahganj, District Jaunpur to the petitioner stating therein that petitioner has not deposited the lease rent for the second year, i.e. for the year 2016 and 2017-18 hence petitioner was directed to deposit the same within a week. Aggrieved against the aforesaid petitioner approached the authorities. It is further argued that petitioner came to know that aforesaid lease has already been granted in favour of one Ravindra Kumar Bind on 19.10.2023. Aggrieved against the aforesaid representation has been submitted by the petitioner before the respondent

nos.2 & 3 on 20.01.2026. A prayer has been made in the present writ petition to direct the aforesaid respondents to decide the aforesaid representation.

4. Heard learned counsel for the parties and perused the records.

5. From perusal of the record it is clear that fishery lease was granted in favour of the petitioner in the year 2016 for a period of ten years. It is admitted that petitioner has not deposited the lease rent except for one year namely 2016-17 and subsequent to the aforesaid no lease rent was ever deposited by the petitioner.

6. This fact is also admitted by the counsel for the petitioner.

7. In this view of the matter, the Court is of the opinion that admittedly terms and conditions of the lease deed was not complied with by the petitioner, no relief could be granted to the petitioner as prayed for.

8. The writ petition being devoid of merit is hereby dismissed.

9. After the aforesaid order was dictated it is argued by counsel for the petitioner that paragraph-15 of the writ petition be also quoted in the order.

10. In view of the same, paragraph-15 of the writ petition is quoted below :-

"That grant to petitioner for paying the revenue (Lagan)."

11. Registrar (Compliance) is directed to communicate copy of this order to District Magistrate, Jaunpur, Sub Divisional Magistrate, Shahganj, District Jaunpur and Tehsildar, Tehsil-Shahganj, District Jaunpur within a week.

(Prakash Padia,J.)

February 20, 2026

Pramod Tripathi