

IN THE SUPREME COURT OF BANGLADESH
HIGH COURT DIVISION
(SPECIAL ORIGINAL JURISDICTION)

Present

Mr. Justice Sikder Mahmudur Razi

And

Mr. Justice Raziuddin Ahmed

Writ Petition No. 1668 of 2023

In the matter of:

An Application under Article 102 of the Constitution
of the People's Republic of Bangladesh.

And

In the matter of:

Ms. Bizli Transport Agency
.....Petitioner.

-Versus-

Government of the People's Republic of Bangladesh,
represented by the Secretary, Ministry of Housing
and Public Works, Bangladesh Secretariat, Ramna
Dhaka and others.

.....Respondents.

Mr. Muhammad Masud-ul-Haque. Adv.

.....For the petitioner.

Mr. Mohammad Mehdi Hasan, DAG with

Mr. Md. Rashadul Hassan, DAG with

Mr. Kamrul Islam, AAG

Mr. Md. Shagar Hossain, AAG

Mr. Bishwanath Krmaker, AAG

Mr. S.K. Obaidul Haque (Wasim) AAG

.....For the respondents.

Heard on: 11.12.2025

And

Judgment on: The 15th December, 2025

Sikder Mahmudur Razi, J:

On an application under Article 102 of the Constitution of the People's
Republic of Bangladesh a Rule Nisi was issued in the instant matter in the
following terms:

*“Let a Rule Nisi be issued calling upon the respondents to show cause
as to why the inaction of the respondent No. 1 in disposing of the*

representation filed by the petitioner dated 07.03.2023 (as contained in Annexure H to the supplementary affidavit of the writ petition), shall not be declared to have been done without lawful authority and is of no legal effect and or such other or further order or orders passed as to this court may seem fit and proper”.

Pending hearing of the Rule, the respondent no. 1 was directed to dispose of the representation of the petitioner dated 07.03.2023 (Annexure-H to the supplementary affidavit of the writ petition) in accordance with law, within a period of 8 (eight) weeks from the date of receipt of the copy of the order.

The petitioner M/s. Bizli Transport Agency, proprietor Md. Lokman Hossain, in the writ petition stated that he is a bona fide businessman carrying on transport and godown business on a piece of land measuring 4,500 square feet situated at Plot No. 400, Tejgaon Industrial Area, Dhaka, within the premises of Gammon Bangladesh Limited, which is stated to be under the management and control of the Ministry of Housing and Public Works pursuant to President’s Order No. 16 of 1972. It is the case of the petitioner that by an advertisement published in the daily Jugantor on 19.05.2009, the Administrator of Gammon Bangladesh Limited invited quotations for leasing out the aforesaid land. In response thereto, the petitioner and two other bidders submitted quotations, and the petitioner, having offered the highest rate of Tk. 5.00 per square foot, was selected. Subsequently, a lease deed dated 15.07.2009 was executed between the petitioner and Gammon Bangladesh Limited, whereupon the petitioner was

handed over possession of the land. The petitioner asserts that at the time of execution of the lease deed, he was assured that the lease would be renewable on mutually agreed terms. Relying on such assurance and on the terms of the lease deed, particularly clauses permitting construction, the petitioner claims to have constructed factory sheds and godowns over the entire leased area by investing approximately Tk. 64,00,000, partly through bank loans, and has been running his business there from. According to the petitioner, a substantial portion of the invested amount is yet to be recovered. The petitioner further states that although the tenure of the lease was for a period of 2 (two) years commencing from 1st September, 2009 to 31st August, 2011 renewable for a further period of one year on consent of the lessor on negotiated rate of rent, but the lease was subsequently extended up to 30.06.2023 by an official order issued on behalf of Gammon Bangladesh Limited. Upon apprehending that the respondents were not taking steps to further renew the lease and were proceeding to deal with the land otherwise, the petitioner submitted representations dated 18.12.2022 and 07.03.2023 before the competent authority seeking renewal or extension of the lease up to 30.06.2043. Alleging that no effective decision was taken on those representations and that the respondents were attempting to dispossess him and lease out the land to third parties, the petitioner invoked the writ jurisdiction of this Court, claiming violation of his rights under Articles 31 and 40 of the Constitution and the doctrine of *legitimate expectation*.

On the other hand, the respondent No. 4, by filing affidavit-in-opposition, does not dispute the fact that a lease agreement was executed in favour of the petitioner in the year 2009. However, the respondents categorically assert that the lease was for a fixed and limited period, commencing from 01.09.2009 and expiring, at the latest, on 31.08.2012, and that no lawful renewal or extension was ever granted thereafter. According to the respondents, any document relied upon by the petitioner purporting to show extension of the lease was issued by an officer having no authority to do so and is, therefore, without lawful basis. The respondent further states that after expiry of the lease period, the petitioner continued to occupy the land without any lawful authority and thereby became an illegal occupier. The respondents also deny receipt of the representations dated 18.12.2022 and 07.03.2023, alleging that there is no official record of such representations and that the documents annexed by the petitioner appear to be fake and fabricated. The respondent further asserts that criminal proceeding has been initiated against the petitioner, and an FIR has already been lodged against the petitioner being Tejgaon Industrial Zone Police Station Case No. 09 dated 13.12.2024 under sections 447/468/471/448/427 of the Penal Code, which is now under investigation. The respondents have also placed the historical background of the property on record, stating that Gammon (East Pakistan) Limited became an abandoned company after the Liberation War and that its assets, including the land in question, vested in the Government under P.O. No. 16 of 1972. It has been stated that pursuant to subsequent cabinet decisions, particularly the decision dated 11.02.2013, the land of Gammon Bangladesh Limited was brought under direct control

and management of the Government, and on 04.09.2014, the Government formally took over possession and control of the assets. According to the respondents, after such takeover, Gammon Bangladesh Limited had no authority to lease out or extend any lease in respect of the said land. It has further been stated by the respondent that the Government has taken a policy decision to utilize the land for a public purpose, namely construction of residential flats for government employees. The project has been approved by the Executive Committee of the National Economic Council (ECNEC), administrative approvals have been granted, tenders have been issued, and contracts have been awarded. In view of the said development project, steps have been taken to evict illegal occupants, including the petitioner, under the Government and Local Authority Lands and Buildings (Recovery of Possession) Ordinance, 1970.

We have gone through the writ petition, supplementary affidavit, affidavit-in-opposition as well as the annexed documents. Apart from the submissions already on record, no additional submissions have been advanced by the learned Advocates for the respective parties.

It appears that respondent nos. 1 and 4 have filed vokalatnama in the instant matter. Respondent no. 4 is the Executive Engineer, Ministry of Housing and Public Works. The Secretary, Ministry of Housing and Public Works i.e. respondent no. 1 by an office order dated 29.10.2025 (Annexure-X to the affidavit-in-opposition) authorized Mr. Assaduzzaman Ripon to swear affidavit on behalf of the Ministry and accordingly, he as deponent sworn the affidavit of the affidavit-in-opposition.

It appears that the entire foundation of the Rule Nisi rests on the alleged inaction of the respondents in disposing of the representation dated 07.03.2023. However, the answering respondent has categorically denied receipt of such representation and has stated on oath that there is no official record of the same and further stated that those applications appears to be fake and fabricated. The respondent has further stated that criminal proceeding has already been initiated against the petitioner alleging forgery and use of forged documents. Since, existence of the very representation for disposal of which the Rule was issued is denied; therefore, there remains nothing for the respondent to dispose of. Where the very factual basis of the Rule collapses, the Rule itself must necessarily fail.

Additionally, the admitted position is that, the lease executed in favour of the petitioner was for a fixed and limited period. Renewal, if any, was subject to consent of the lessor and negotiation of rent. It is trite law that expiry of a time-bound lease does not confer any vested right upon the lessee to claim renewal as a matter of right. Mere investment or continuation of possession after expiry of lease does not create any legal or equitable right enforceable in writ jurisdiction. Any alleged extension granted by an unauthorized officer, even if assumed to exist, cannot override the statutory and constitutional framework governing Government property. Such an act, being without jurisdiction, confers no legal right upon the petitioner.

Furthermore, the respondents have placed uncontroverted materials showing that the Government has taken a policy decision to utilize the land for construction of residential flats for government employees, which has

already received necessary approvals and is under implementation. Courts exercising writ jurisdiction do not ordinarily interfere with policy decisions taken in public interest, unless the same are shown to be arbitrary, *malafide*, or without lawful authority. No such case has been made out here. Once the land is required for a public development project, any private claim based on an expired or unauthorized lease must yield to public interest.

In view of the discussions made above, we find no merit in the instant Rule. Accordingly, the Rule Nisi is discharged. The interim order, if any, stands vacated. However, there is no order as to cost.

Communicate the judgment and order at once.

(Sikder Mahmudur Razi, J:)

I agree.

(Raziuddin Ahmed, J:)