

AD. 10.  
November 10, 2021.  
MNS.

**(Through Video Conference)**

W. P. A. No. 12164 of 2021

Bhajan Sarkar and another  
Vs.  
The West Bengal State Electricity Distribution  
Company Limited and others

Mr. Ramkrishna Bhattacharjee,  
Mr. Kaushik Chaudhury,  
Ms. Musra Khatun

... for the petitioners.

Mr. Sumit Ray

...for the respondent-authorities.

Affidavit-of-service filed in Court today be kept on  
record.

The grievance of the writ petitioners is that,  
despite the respondent-authorities having renewed their  
contract in favour of the writ petitioners for rendering  
certain services on behalf of the respondent-authorities  
on several consecutive occasions, such contract was not  
renewed after it expired last on June 30, 2021.

Learned counsel for the petitioners argues that a  
show cause notice was issued to the writ petitioners, to  
which a reply was duly given by the petitioners.  
However, despite such letter, the contract of the  
petitioners was not renewed. Such action on the part of  
the respondent-authorities is, according to learned  
counsel for the petitioners, extremely arbitrary and ought  
to be set aside.

Learned counsel appearing for the West Bengal State Electricity Distribution Company Limited (in short 'WBSEDCL') contends that the petitioners' contract expired duly by efflux of time on June 30, 2021. Thereafter, a letter was issued on behalf of the WBSEDCL to the petitioners asking for submission of necessary documents in connection with the application of the petitioners for renewal of their contract.

It is contended by the WBSEDCL that, despite such letter, no such documents were submitted by the petitioners, which compelled the WBSEDCL to grant contract in favour of a third party in view of the extreme urgency in the service rendered.

Although the purported letter dated June 30, 2021 is relevant, as it pertains to a different aspect than the show cause notice issued by the WBSEDCL, the petitioners have failed to annex any copy of such letter in the present writ petition.

Be that as it may, the show cause notice was merely restricted to future prospective legal action which might be taken by the respondent-authorities. However, it was not specified as to what was the nature of such legal action.

The contract with the petitioners stood terminated automatically on its expiry on June 30, 2021 and has no direct connection with the show cause notice. Rather, the non-renewal was apparently due to the failure of the petitioners to submit requisite documents.

That apart, the petitioners do not have any legal right of renewal of their contract for an indefinite period. Such discretion lies solely with the respondent-authorities and there was no illegality in non-renewal of the petitioners' contract and grant of such contract to a third party.

As such, this Court finds no justification to interfere with the impugned non-renewal of contract of the petitioners.

Accordingly, WPA No. 12164 of 2021 is dismissed.

There will be no order as to costs.

Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance with the requisite formalities.

(Sabyasachi Bhattacharyya, J.)