

Sl. No. 21
26.11.2021
Court No. 2
Sourav

**Calcutta High Court
In the Circuit Bench at Jalpaiguri
Appellate Jurisdiction**

**W.P.A. 2069 of 2021
(Via Video Conference)**

**Ghosh Decorators & Anr.
Vs.
The State of West Bengal & Ors.**

**Mr. Debajit Kundu
Mr. Shubhankar Dutta
... For the Petitioners.**

**Mr. Subir Kumar Saha
Mr. Momenur Rahman
... For the State.**

The grievance of the petitioners pertains to refusal of the respondent authorities in extending the lease of the Naxalbari Community Hall ("the Hall") for a further period of one year.

The admitted facts of the case are that the respondents had issued a tender for a lease in respect of the aforesaid hall in the year 2016. The petitioner had participated in such tender and was the successful bidder.

Pursuant thereto, the petitioners and the respondents entered into a lease agreement dated October 25, 2016 for a period of five years in respect of the aforesaid hall. The lease period is scheduled to expire on November 30, 2021. The petitioners assail the

steps which have been taken by the respondent authorities to issue a fresh lease in respect of the aforesaid hall, primarily on the ground that due to COVID-19 the petitioners were unable to run the hall for a substantial period. Accordingly, the petitioners pray for extension of the lease period of the aforesaid hall for a further period of one year.

The respondents are represented and submit that the claim of the petitioners is purely contractual and there is no question for exercise of any discretion by the Writ Court in the facts and circumstances of this case. It is further submitted on behalf of the respondents that a fresh tender for renewal of the Hall has already been published and steps have been taken to renew the same.

I have heard the parties.

I am of the view that the claim of the petitioners is purely contractual claim and there is no scope of this Court to exercise any discretion in favour of the petitioners. The disputes are purely civil contractual disputes. I also find that there are no grounds which warrant interference by this Court. Hence, I find that the disputes raised by the petitioner ought not to be adjudicated upon by a Writ Court.

In view of the aforesaid, WPA 2069 of 2021 stands disposed of by granting liberty to the petitioners to participate in any fresh tender in respect of the aforesaid hall in accordance with law.

(Ravi Krishan Kapur, J.)