

**03.11.2022**

Sl no. 02

Ct no. 2

P.B

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

**WPA 1334 of 2022**

**Coochbehar Construction Company  
Engineers & Contractor**

**-Vs-**

**State of West Bengal & Ors.**

Mr. Subinay Dey,

... for the petitioner

Mr. Subir Kumar Saha (AGP),

Mr. Bikramaditya Ghosh

.... For the State

Mr. Pretom Das

..... For Municipality

Heard learned advocates appearing for the parties.

Considering the prayer made in the writ petition it appears that petitioner has sought relief of recovery of money arising out of a contract relating to the work orders executed sometimes in the year 2007 and 2008. This writ petition purely relates to recovery of money relating the work done on the basis of a contract in question.

It is a well settled principle of law that writ court is not the appropriate forum for relief against recovery of money arising out of a contract and the

appropriate forum for relief in such type of cases is by way of filing money suit before a Civil Court. Moreso, money claim made in this writ petition is hopelessly barred by limitation since it appears from record particularly a document issued by the Municipal authority dated 27<sup>th</sup> January, 2011 upon which petitioner wants to rely and contends that it is an admitted due. Even if the Municipality has accepted the same, had the petitioner moved the Civil Court for recovery of money today on the basis of the aforesaid letter dated 27<sup>th</sup> January, 2011, it had already become time barred.

In view of the facts and circumstances as appears from record and the discussions made above, I am not inclined to grant any relief in this writ petition being WPA 1334 of 2022 and accordingly the same is dismissed.

However, dismissal of this writ petition will not prevent the petitioner to avail the remedy in accordance with law before any other forum if so available.

**(Md. Nizamuddin, J.)**