

Court No. 08

25.05.2023

(SL 1)

(S. Banerjee/
SA)

MAT 744 of 2023

with

CAN 1 of 2023

CAN 2 of 2023

Sri Subodh Kumar Singh Rathour

Vs.

The Chief Executive Officer, Kolkata Metropolitan
Development Authority & Ors.

Mr. Vipur Kundalia

Mr. Siddhartha Lahiri

Mr. Debraj Dutta

... for the petitioner/appellant

Mr. Sirsanya Bandyopadhyay

Ms. Akansha Chopra

Ms. Debarati Das

Mr. Rahul Kumar Singh

... for the respondents

The appellant has challenged a judgement and order passed in WPA 3381 of 2023 delivered on 24.04.2023. Challenging this the appellant has approached the Division Bench immediately thereafter and the Division Bench permitted him to move the matter before the Vacation Bench and that is why the appellant has come before the Vacation Bench.

The appellant's case in short, is that after entering into a contract, for no reasonable ground, it has been terminated and such termination will actually jeopardize the reputation of the appellant. Here the appellant was given the duty to maintain the two underpasses on Eastern Metropolitan Bypass, Kolkata

and in turn the appellant was given the advantage of putting advertisements in the underpasses and also above the under passes in a stretch of land by making different types of constructions for advertisements. This contract has been terminated by one letter of KMDA dated 07.02.2023 (vide page 254 of CAN 1 of 2023). This has been challenged by the appellant by stating that the cancellation clauses in the contract are wholly different and therefore by issuing this letter the contract cannot be cancelled. However, in the said cancellation letter dated 07.02.2023 KMDA made it clear that they would refund the Licence Fee deposited by the appellant and the cost incurred for construction activity and maintenance work etc. The appellant is not happy with that. He wants this contract, which has been given a ten years' life, to be continued.

The appellant in actuality is one advertising agency and it is naturally interested in some places where it will sell the spaces for advisement of some products against money and it will do that for coming ten years.

KMDA reassessed the clauses of the contract and found that it is not really beneficial to the public exchequer and in addition to that the maintenance of the EM Bypass has been given to KMC from the hand of KMDA.

We have carefully gone through the judgement and order passed by the learned Single Judge and specially after perusing the paragraphs 14 and 15 thereof we find that there is no infirmity or illegality in the said judgment and order for which interference is required by this appeal court.

Therefore, we dismiss the applications and the appeal also.

However, Mr. Bandopadhyay, learned advocate for the respondent, has intimated this court that after cancelling this contract another tender has been floated and the appellant has the opportunity to participate in the said contract which I find that the appellant does not want to do.

However, if the appellant is so advised, he can participate in the said tendering process and it goes without saying that the tender will be given to the fittest tenderer.

With this observation, the appeal is dismissed.

(Abhijit Gangopadhyay, J.)

(Partha Sarathi Chatterjee, J.)