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31.07.2023
d.p.

**In The High Court At Calcutta
Constitutional Writ Jurisdiction
Appellate Side**

W.P.A 16284 of 2023

**AD Touch Advertising Pvt. Ltd.
-versus
The State of West Bengal & Ors.**

**Mr. Mriyunjoy Chatterjee,
Mr. Manas Das,
Mrs. Debapriya Majumder.
...For the Petitioner.**

**Mr. Subhasis Bandopadhyay.
...For the Municipality.**

The petitioner is aggrieved by the order dated 31st May, 2023 passed by the Chairman on behalf of the Board of Councillors of Burdwan Municipality.

Being aggrieved by the said order, the petitioner forwarded a notice demanding justice through the legal representative.

The petitioner submits that the same is yet to be disposed of.

Learned advocate appearing for the Municipality submits, upon instructions that, it was reported by the License Department that several advertisements were installed from time to time since the execution of the agreement without any approval and no list of such advertisements were provided by the agency to the Municipality which is a violation of the terms and conditions of the agreement.

The agency failed to deposit the annual fees for development and advertisement fees timely as a result of which huge amount of municipal revenue has become due.

Agreement was executed by and between the parties on 7th October, 2021 but for reasons of non-performance of work and default in payment till 30th May, 2023 the issue was placed before the Board of Councillors on 31st May, 2023 when Mr. Uttam Halder representative of the petitioner was present and prayer was made seeking time to clear the dues. As the dues were not cleared, the contract has been terminated.

Learned advocate appearing for the petitioner submits that the termination is illegal and has been passed without perusal of all documents.

The petitioner seeks for a further opportunity to highlight the issue before the Municipality.

The Court is of the opinion that as the issue arises out of a private contract in between the petitioner and the Municipality, accordingly, the issues raised in the writ petition are liable to be adjudicated before the competent civil forum for violation of the terms and conditions of contract, but since prayer has been made for giving one opportunity to place all details before the Municipality for taking a decision in the matter, accordingly, the Municipality is directed to grant a further opportunity of hearing to the petitioner to place all documents on record.

Such hearing shall be afforded at the earliest, but positively within a period of four weeks from the date of communication of a copy of this order.

In the event the petitioner fails to produce necessary documents in support of his claim, then the Municipality shall pass necessary order and communicate the same to the petitioner immediately thereafter.

Be it noted that the termination of contract is not interfered with by the Court.

Learned advocate appearing for the petitioner is directed to forward a copy of the legal representation dated 3rd July, 2023 to the Board of Councillors, Burdwan Municipality for taking a decision in the matter after hearing the petitioner or its authorized representative.

It is made clear that this Court has not entered into the merits of the claim made by the petitioner and all points are left open to be decided by the Municipality at the time of consideration of the representation of the petitioner.

Instruction forwarded by the Chairman of the Municipality dated 25th July, 2023 be retained with the records.

The writ petition stands disposed of.

Urgent certified photocopy of this order, if applied for, be supplied to the parties expeditiously on compliance of usual legal formalities.

(Amrita Sinha, J.)