

05.07.2024
Item No. 13
Crt.No.02
b.r.

WPA 16794 of 2024

Rustam Mandal
-vs-
The State of West Bengal & Ors.

Mr. Saibal Acharya
Mr. Sankar Halder
.... For the petitioner.

Mr. Jaharlal Dey
Mr. Supratim Dhar
.... For the State.

Mr. Swarvanu Saha (on virtual mode)
... for the Resp. no.5.

Affidavit of service filed in Court today, is taken
on record.

Mr. Saibal Acharya, learned counsel, appears for
the petitioner.

Mr. Jaharlal Dey, learned
State advocate appears for respondent nos. 1 to 3.

Mr. Swarvanu Saha, learned advocate, appears
for respondent no.5, the Prodhana.

The case of the petitioner in the writ petition is
that the petitioner was appointed and engaged as a tax
collector under the relevant Panchayat in the year
2018. The previous contracts were renewed from time
to time. The last contract had expired by efflux of time
on **March 18, 2024**, as would be evident from the
communication dated **July 22, 2022, annexure p-6 at**

page-26 to the writ petition. Prior to expiry of the said contract, the petitioner applied for renewal on **December 22, 2023, annexure p-7 at page-27** to the writ petition. After expiry of the contract, the petitioner also applied for renewal on **May 22, 2024, annexure p-8 at page 28** to the writ petition but the concerned Panchayat has not either renewed the contract with the petitioner neither executed any fresh contract with the petitioner.

Mr. Saibal Acharya, learned counsel appearing for the petitioner referring to a further communication dated **June 18, 2024, annexure p-11 at page-31** to the writ petition submits that the petitioner had further requested by making a representation before the Prodhan of the concerned Panchayat but the same has not yet received any attention.

Learned counsel appearing through virtual mode on behalf of the Prodhan submits that, whatever amount was payable to the petitioner during his contractual term, the same had been paid. Learned counsel for the Prodhan further submits that some relevant records and documents relating to the collection of tax during the contractual tenure of the petitioner have not been made over to the Panchayat by the petitioner. The Panchayat now is in the process

of appointment of Tax Collector through their contractual appointment process.

After considering the submissions made on behalf of the parties and upon perusal of the materials on record, it appears to this Court that admittedly the appointment was a contractual appointment. Admittedly, the contract tenure was completed by the petitioner. Admittedly, only after expiry of the contract on March 20, 2024, the petitioner was asked not to continue any further with the said contractual job. There is no allegation of any breach of contract by the petitioner against his principle, i.e. Panchayat.

When a contract has come to an end, it is the natural consequence that the contract stands ceased and unless a fresh contract is executed by and between the parties, no further obligation comes on either of the parties. Whether to execute a fresh contract in the facts of this case is the discretion lies with the Panchayat and the petitioner cannot compel the Panchayat to execute a further contract. Thus, this writ petition is totally devoid of any merit.

However, if any records and documents are left with the petitioner to be made over to the Panchayat, the same shall have to be done upon causing a proper recording of making over of documents and records by

way of drawing up a minute to be signed by the Prodhan and the petitioner.

Similarly, if any payment is outstanding and payable to the petitioner, the Prodhan upon compliance of all necessary formalities and statutory requirements by the petitioner, shall pay and disburse the same in favour of the petitioner.

All the aforesaid exercises are to be carried out and completed by the Prodhan and the petitioner, as directed herein positively within a period of **four weeks** from date, failing which the parties shall be at liberty to take steps against each other in accordance with law.

However, the petitioner shall be at liberty to submit a fresh application for renewal and/or execution of a fresh contract before the Prodhan and if any such application is submitted, the Prodhan may consider it at its **discretion** but the condition precedent for submission of such application, the petitioner shall made over all records and documents to the Panchayat to the satisfaction of the Prodhan. This order shall not create any right or equity in favour of the petitioner, if the petitioner submits any further application.

Since affidavits are not called for, the allegations made in this writ petition are deemed not to have been admitted by the respondents.

With the above observations and directions, this writ petition, **WPA 16794 of 2024** stands **dismissed**, without any order as to costs.

(Aniruddha Roy, J.)