

17.11.2025
Ct. 3
Item No.
A 57
Saswata

WPA 352 of 2024
Samsujjoha Mallick
Versus
State of West Bengal & Ors.

Mr. Dilip Kumar Samanta
Mr. Biswapriya Samanta
Mr. S. Patil
Mr. Akash Kumar Chakraborty
... For the petitioner
Mr. Pritam Choudhury
Mr. Manas Sadhu
... For the State
Mr. Usof Ali Dewan
Mr. Asif Dewan
...For the respondent no. 2

1. Affidavit of service and supplementary affidavit filed in Court today are retained with the record.
2. The instant writ petition has been filed, inter alia, praying for a direction upon the respondent no. to extend the validity period of the agreement executed between the Murshidabad Zilla Bus Malik Samity and the respondent no. 2 for a further period of 5 years with effect from 21st October 2023.
3. Records would reveal that the petitioner had entered into an agreement with the respondent no. 2 for the purpose of collection of parking fees from the concerned bus owners who parked their buses at the Jangipur bus stand. The said agreement dated 21st October 2018 was valid for 5 years with effect from the date of execution of the agreement. According to the petitioner, even

after the validity of the above agreement, the petitioner had been collecting parking fees and had accordingly deposited such fees from time to time lastly up to October 2025. The petitioner would submit that although the validity of the agreement had expired, however, the petitioner had continued to act as a collection agent with the concurrence of the municipal authorities. According to the petitioner, subsequent to November 2025, the municipal authorities are not permitting the petitioner to collect the parking fees.

4. This interferes with the rights of the petitioner and the petitioner insisted that this Court should pass an order directing the municipal authorities to extend the validity of the original contract consequent upon subsequent acceptance of parking fees.
5. Having heard the learned advocates appearing for the parties, I find that the petitioner is seeking for a writ in the nature of mandamus so as to direct the municipal authorities to enter into a contract with the petitioner, which in my view is not permissible in law. Although, the petitioner submits that the petitioner is only seeking extension of the prior contract, I am of the view that the same in the facts of the case is

also not permissible. The petitioner cannot compel the municipal authorities to enter into a contract with the petitioner unless the parties agree to enter into a contract on mutual terms.

6. With the above observations, the writ petition is disposed of.
7. All parties shall act on the basis of the server copy of this order duly downloaded from this Court's official website.

(Raja Basu Chowdhury, J.)