

06.11.2025
Sl No.A548
Ct. No.15
S.A.

WPA 2037 of 2025

Madhab Chandra Mondal
-vs-
State of West Bengal & Ors.

Mr. Chandrachur Chatterjee
Ms. Vaswati Chakraborty
Ms. R. Fatma
Ms. Pallavi Chatterjee
Mr. Shubojit Ghosh
... for the petitioner

Mr. J. L. De
Mr. Rudranil De
...for the State

It is the grievance of the petitioner that he was granted a lease in respect of a ferry ghat known as Nazat Kalinagar Ferry Ghat for the period from December 11, 2020, to December 10, 2023.

The petitioner submits that, owing to the disruption caused by the COVID-19 pandemic and subsequent political unrest in the locality, he was unable to operate the said ferry ghat effectively, although he continued to incur ancillary expenses in relation thereto, resulting in substantial financial loss.

It is contended that the petitioner ought to be adequately compensated for the loss sustained by him. He accordingly prays for consideration of his representation, appearing at page 36 of the writ petition, submitted before the respondent authority.

On behalf of the State, it is submitted that the petitioner had been permitted to continue operating

the ferry ghat for an extended period up to March 10, 2024. Thereafter, a fresh tender was issued in respect of the said ferry ghat during the pendency of this writ petition, and the successful bidder has since been granted the lease for ferry operation.

In view of the aforesaid facts, I am of the opinion that there is no scope to pass any order in terms of the reliefs sought in this writ petition. The successful bidder has not been impleaded as a party, and, in any event, the petitioner's prayer for compensation cannot be adjudicated or entertained in the present writ jurisdiction.

The petitioner shall, however, be at liberty to approach the appropriate forum for redress of his grievance and for seeking compensation in accordance with law.

Accordingly, **WPA 2037 of 2025** stands disposed of.

Urgent photostat certified copy of this order, if applied for, be supplied to the learned advocates for the parties on usual undertakings.

(Kausik Chanda, J.)