

**0711**  
**2025**  
FRIDAY

Court : MB-24  
Item : AD-08  
Status : DO  
ID : 266312  
AR : NANDY

**IN THE HIGH COURT AT CALCUTTA**  
**CONSTITUTIONAL WRIT JURISDICTION**  
**APPELLATE SIDE**

**WPA 29737 OF 2024**

**TIRTHANKAR MUKHERJEE**  
**VS.**  
**THE UNION OF INDIA & ORS.**

**MR. SANJIB BANDYOPADHYAY, ADVOCATE**  
**MR. SOUNAK BANERJEE, ADVOCATE**  
**MS. ANAMIKA KARMAKAR, ADVOCATE**  
**MS. JINIYA DE, ADVOCATE**

.....for the Petitioner

**MR. ROBI PROSAD MOOKERJEE, ADVOCATE**  
**MR. GUDDU SINGH, ADVOCATE**

.....for the Union of India

1. Affidavit of service, as filed, be kept with the record.
2. The petitioner challenges a contract entered into with the Railways for putting up advertisement on the Toy Train plying between Ghoom and Darjeeling. Amongst various conditions in the contract, it was agreed between the parties that the advertisement would be of a particular nature and the sheet to be attached to the bogies of the Train would conform to specifications as provided.
3. The Railway Authority by its communication dated 15.11.2024 intimated the petitioner that the petitioner was violation of the terms of the contract and has imposed penalty on account of damages caused to the coaches of the Train.
4. It is this imposition of penalty of approximately Rs.9.3 lakhs that has been challenged by the petitioner in the present writ-petition.
5. This is completely a contractual dispute between the parties guided strictly by the terms of the contract, which is still subsisting.
6. Mr. Mookerjee, learned Advocate appearing for the Railways, states that the contract has, however, not been cancelled and the petitioner is at liberty to continue its assignment of affixing vinyl-sheets on the coaches for advertisement.

7. The contract is not one which involves the discharge of public duty by the Railways. It is a contract, purely private in nature.
8. Since the disputes pertain to the terms of the contract and also involves several factual disputes, which cannot be gone into in the present writ-petition, the writ petition cannot be entertained.
9. Accordingly, **WPA 29737 of 2024** is **dismissed** without any order as to costs.
10. Photostat certified copy, if applied for, be supplied to the petitioner on the usual undertaking.

**(REETOBROTO KUMAR MITRA, J.)**