

17.06.2025
Sl. No.41
akd

IN THE HIGH COURT AT CALCUTTA
CIRCUIT BENCH AT JALPAIGURI

W. P. A. 2207 of 2024
(CAN 1 of 2024)

***[Bells Advertising Syndicates -Vs- Cooch Behar Municipality
& Ors.]***

Mr. Kunaljit Bhattacharjee
Mr. Alok Sah
... .. for the petitioner

Ms. Suman Sehanabis (Mondal)
... for respondent nos.1, 2 & 3
[Cooch Behar Municipality]

Mr. Pretom Das
Mr. Sandip Guha Roy
... .. for the State

1. The petitioner has filed the present writ petition seeking enforcement of a contract executed between the petitioner and the respondent, Cooch Behar Municipality, on 04.05.2018. Under the terms of the said agreement, the petitioner was granted exclusive rights to display advertisements on two Unipole hoardings located at (i) Cooch Behar Sunity Road near Raymonds Choupati, and (ii) Cooch Behar Mini Bus Stand (BCDS Bus Terminus).
2. The petitioner contends that although the respondent-Municipality has purportedly terminated the said contract on 30.05.2022, no prior notice or communication to that effect was issued to him, nor was any formal or reasoned order of cancellation ever served upon him.
3. Having considered the submissions advanced and the materials placed on record, this Court is of the considered

view that no effective relief can now be granted to the petitioner in the present proceedings. It is an admitted position that the subject contract dated 04.05.2018 stands terminated by the respondent-Municipality with effect from 30.05.2022. While the petitioner disputes the manner and communication of such termination, it is evident that the contractual relationship between the parties has come to an end and no subsisting or enforceable right remains for adjudication in the present writ petition. The controversy raised is thus rendered academic and does not warrant further consideration in the exercise of writ jurisdiction under Article 226 of the Constitution of India.

4. In view of the foregoing, the writ petition is disposed of as having become infructuous. It is, however, made clear that the petitioner shall be at liberty to pursue such other remedies as may be available to him in accordance with law in respect of any claim or grievance arising out of the termination of the aforesaid contract.

5. The writ petition is accordingly, disposed of.

6. In view of disposal of the writ petition, the connected application being CAN 1 of 2024 also stands disposed of.

7. There shall be no order as to costs.

8. Let urgent Photostat certified copy of this order, if applied for, be supplied to the parties on usual undertaking.

(Gaurang Kanth, J.)