

OD-4

ORDER SHEET

WPO No.168 of 2025
IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
ORIGINAL SIDE

CRESSANDA RAILWAY SOLUTIONS LIMITED & ANR.
VS
METRO RAILWAY KOLKATA & ORS.

BEFORE
THE HON'BLE JUSTICE AMRITA SINHA
Date : 11th March, 2025.

Appearance:

Mr. Biswaroop Bhattacharya, Adv.
Mr. Soumava Mukherjee, Adv.
...for the Petitioners.

Ms. Anamika Pandey, Adv.
Mr. G. Pandey, Adv.
...for the Respondents.

1. Supplementary affidavit filed by the petitioner is taken on record.
2. Affidavit of service filed in Court today is also taken on record.
3. The petitioner was issued a contract by the Metro Railway for setting up LED screen displays inside rakes of the Metro Railway, Kolkata. The contract was valid for a period of one year. After expiry of the contract period, the petitioner made repeated representations before the authority seeking extension of the tenure as the petitioner had already invested huge sum of money in the project which, according to him, is his brain child.
4. Metro Railway refused to extend the contract and directed the petitioner to remove all LED screen displays by 31st May, 2024 by a communication dated 30th December, 2024.

5. The prayer of the petitioner for extension of the contract stood rejected. According to the petitioner, formal rejection of the request for extension was never served.
6. The petitioner prays for a direction upon the Metro Railway to permit it to continue with the contract as he claims to be the proponent of the proposal for setting up of LED screen displays for which a considerable sum had already been invested.
7. Learned advocate representing the Metro Railway has produced the e-mail communication to show that the letter of refusal of the prayer made by the petitioner seeking extension of the contract period was served through e-mail upon the petitioner.
8. From the documents annexed to the writ petition, it appears that the authority has called for open auction. The contract with the petitioner was valid only for a period of one year. The contract period has expired and the authority concerned has rejected the prayer of the petitioner for extending the same.
9. Accordingly, it is held that it will be open for the petitioner to participate in the open auction. In the event the petitioner emerges successful, then necessary steps shall be taken by the authority.
10. As regards the disputes that have cropped up between the parties in connection with the contract which has expired due to efflux of time, there is an in-house provision for settlement of disputes mentioned in the contract itself. It will be open for the petitioner to avail the said remedy, if so advised.

11. Policy on Unsolicited Non-Fare Revenue Proposals dated 10th January, 2017 contains the provision for Right of First Refusal to Proponent. As the petitioner claims itself to be the proponent of the proposal and the petitioner was the first to be awarded with the contract for one year, the authority shall consider extending the benefit of Right of First Refusal to the Proponent as mentioned in clause 3.7 of the policy dated 10th January, 2017.
12. The writ petition stands disposed of.
13. As the writ petition is being disposed of without calling for any affidavit, allegations made therein are deemed not to have been admitted by the parties.
14. Urgent photostat certified copy of this order, if applied for, be supplied to the parties upon compliance of all legal formalities.

(AMRITA SINHA, J.)

nm.