

M/L 25
20.04.2026
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Ct.3.

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

WPA 6276 of 2026

Tilak Dubey & Anr.
Versus
The State of West Bengal & Ors.

Mr. Kumarjit Banerjee
Ms. Sanchari Chakraborty
Ms. Sayani Barman
... For the petitioners.

Mr. Subhasis Bandopadhyay
... For the municipality.

1. Challenging the order of cancellation dated 31st May, 2023, passed by the Burdwan Municipality, whereby the petitioners' work order agreement with regard to beautification, cleaning and putting up advertising display board of road side land within Burdwan Municipality marked as zone 3,4, 6 and B.C.Road allotted in favour of the petitioners stood cancelled on account of failure on the part of the petitioners to make payment of the outstanding amount, a writ petition was filed which was registered as WPA 16284 of 2023. By an order dated 31st July, 2023 a Coordinate Bench of this Court was of the opinion that the issue raised in the writ petition arises out of a private contract in between the petitioner and the municipality. The issue raised in the writ petition are liable to be adjudicated before the competent civil forum for violation of the terms and conditions of contract.

However, noting that a prayer had been made for giving one opportunity to place all details before the municipality for the municipality to take a decision in the matter, the municipality was directed to grant a further opportunity of hearing to the petitioner to place all documents and to pass a reasoned order.

2. In furtherance to the above, the petitioners were duly afforded with an opportunity of hearing and place all documents. In furtherance thereto, the order dated 22nd August, 2023 was passed. Though by such order 7 days time was given to the petitioners to make payment whereupon it was for the parties to start discussion and sought out the problems, the petitioners did not make payment.

3. According to the advocate for the municipality, though, in terms of the order dated 22nd August, 2023 the petitioner was given seven days time to clear the outstanding dues, the petitioners chose not to do so. Much later, an amount of Rs.9,99,999/- has been paid on 4th October, 2024. The payment does not cover the entire demand. According to the learned advocate for the municipality suppressing the aforesaid facts the above writ petition has been filed, challenging the communication dated 25th February, 2026, which according to him only reiterated the previous stand taken by the municipality.

4. Mr. Banerjee, learned advocate appears on behalf of the petitioners. At this stage he has no explanation to offer as to why the aforesaid facts had not been disclosed.

5. Having heard the learned advocates appearing for the respective parties and noting that the present writ petition was filed and the order dated 24th March, 2026 was obtained upon suppression of material facts, especially as regards the finding returned by the Coordinate Bench of this Court which categorically and in no uncertain terms held that the issues raised are liable to be adjudicated before the competent civil forum, I am of the view that there was no scope for this Court at the first instance to entertain the writ petition, but for the suppression, an interim order had been passed. In view thereof, the interim order dated 24th March, 2026 stands vacated.

6. The writ petition is dismissed with costs of Rs.1,00,000/- to be paid by the petitioners to the Calcutta High Court Legal Services Committee.

7. With the above observations and directions, the writ petition stands disposed of.

Urgent photostat certified copy of this order, if applied for be given to the parties upon compliance with the requisite formalities.

(Raja Basu Chowdhury, J.)