

D/L
Item No. 76
17.02.2026
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266045

**FMA 1600 of 2025
With
CAN 1 of 2025**

**M/s. Samaddar Construction
-Vs.-
The State of West Bengal & Ors.**

Mrs. Ipsita Ghosh,

...for the appellant.

*Mr. Vivekananda Bose,
Mr. Tirthankar Dey,*

...for the State.

Dictated by Arijit Banerjee, J.:

By consent of the parties, the appeal and the connected application are taken up together for hearing.

A judgment and order dated August 28, 2025, passed by a learned Judge of this Court whereby the appellant's writ petition being WPA 1599 of 2025 was dismissed, is under challenge in this appeal at the instance of the writ petitioner.

The appellant/writ petitioner says that he was awarded a contract by the State Government. The contract was for construction of a boundary wall. He completed the work and raised his bill in the sum approximately Rs. 12 lacs. The State paid only Rs. 4,60,000/- approximately. A sum of Rs. 7,70,000/- approximately is due from the State.

With the aforesaid case, the writ petitioner approached the learned Single Judge. The learned Advocate for the State pointed out that beyond 2014, for a long period of time of about nine years, the writ petitioner did not pursue his claim. The next representation was made only in 2023. By that time, the writ petitioner's claim had become

barred by limitation. Secondly, the claim was purely contractual in nature and, therefore, not enforceable in the writ jurisdiction.

The learned Single Judge dismissed the writ petition with the following observations:-

“6. It is admitted fact that the claim of the petitioner emerges from a contractual dispute between the parties. This contract does not have any public element to it. In addition thereto, it is also indisputable that the claim is barred by limitation, having arisen sometime in 2012 and finalized sometime in 2014. Mere representation of the petitioner, that too, in 2023, cannot save the claim from limitation.

7. The relief of the petitioner lies in a civil action and not by way of a writ petition.”

We have heard the learned Counsel for the parties. We do not see any apparent infirmity in the order under appeal. Although it is not the law that no kind of contractual claim can be enforced in the writ jurisdiction, more often than not such claims involve disputed questions of law which cannot be resolved by the writ court. Building contracts typically are of such a nature. In any event, *prima facie*, the appellant's claim seems to be barred by limitation. The appellant says that he continued to make representations all throughout. That would not, in our opinion, extend the period of limitation.

We see no reason to interfere with the order under appeal. The learned Judge has rightly observed that the writ petitioner's remedy lies in a civil action.

The appeal stands dismissed along with the connected application.

However, this will not prevent the appellant from approaching the appropriate civil forum. We make it clear that we have decided nothing on merits of the claim including the question of limitation. All observations made in this order are prima facie and only for the purpose of disposing of the appeal. If the appellant approaches any other forum, that forum is requested to decide the appellant's case independently without being influenced by any observation in this order. All questions are left open.

Urgent photostat certified copy of this order be supplied to the parties, if applied for, as early as possible.

(Arijit Banerjee, J.)

(Apurba Sinha Ray, J.)