

**HIGH COURT OF TRIPURA
AGARTALA**

WP(C) 515 of 2024

Rutba Lifelines

.....**Petitioner(s)**

Versus

State of Tripura and others

.....**Respondent(s)**

For Petitioner(s) : Mr. P. Roy Barman, Sr. Advocate.
Mr. D. Paul, Advocate.

For Respondent(s) : Mr. Kohinoor N. Bhattacharya, G.A.

HON'BLE MR. JUSTICE T. AMARNATH GOUD

ORDER

01.08.2024

Heard Mr. P. Roy Barman, learned senior counsel assisted by Mr. D. Paul, learned counsel appearing for the petitioner. Also heard Mr. Kohinoor N. Bhattacharya, learned G.A. representing the State.

[2] This writ petition is filed by the petitioner under Article 226 of the Constitution of India seeking following reliefs:

"i) Issue Rule upon the Respondents to show cause as to why a writ in the nature of Mandamus and/or order/orders and/or direction/ directions of like nature shall not be issued whereby directing the Respondents to release the admitted balance payment of Rs.48,35,056/- in favour of the Petitioner, in c/w Contract No. GEMC- 511687782314566, dated 05.05.2022. सत्यमेव जयते

ii) Issue Rule upon the Respondents to show cause as to why a writ in the nature of Mandamus and/or order/orders and/or direction/ directions of like nature shall not be issued whereby directing the Respondents to release interest @ 9% p.a. on Rs.48,35,056/-, for deferred payment, w.e.f. date of receipt of the concerned product till date of release of balance amount.

iii) Make the rules absolute.

iv) Call for records....."

[3] It is the case of the petitioner that he had supplied the goods/products as per the Bid Contract to the concerned respondent department. As per the bid Contract, the Consignee issued a "Consignee's Receipt cum Acceptance Certificate" (in short, CRAC) acknowledging and accepting the delivery of goods/products by the petitioner as per the Bid Contract. It is contended that in spite of specific legal obligation as per the terms and conditions of the contract, the concerned authority failed to release the entire amount of Rs.2,08,79,210/- within the agreed period as per the CRAC. According to the petitioner, the respondents have been making partial payments from time to time even though the respondents were under contractual obligation to release the amount within ten days. Thereafter, the petitioner by issuing legal notice dated 14.06.2023 approached the concerned respondent demanding release of balance amount and thereafter, some payments were made. Thereafter, lastly, on 02.07.2024, a demand notice was issued to the concerned respondent demanding payment of due amount of Rs.48,35,056/- within 15 days of receipt of the said demand notice. In reply to the said demand notice, the respondents by way of e-mail communication dated 11.07.2024 informed the petitioner that necessary communication has been carried out to the authority in connection with release of fund and as soon as fund is arrived, the necessary action in that regard would be taken.

[4] Mr. Kohinoor N. Bhattacharya, learned G.A. for the State, upon instruction submits before this Court that the petitioner has not performed his obligatory duty of the contract. He has not supplied complete goods and the goods those he has supplied to the respondents, the amounts have been cleared. The said demands, which is made by the petitioner is unjust and the respondents are not obligated to clear the demand bills.

[5] In view of the above, without expressing any opinion on the merits of the case and without entering into the disputed questions of facts, this Court directs the respondents to look into the demand raised by the petitioner and to take a decision in accordance with law as per the

available records within a period of one month from the date of receipt of the copy of this order.

With the above direction, this petition is disposed of. As a sequel, miscellaneous application(s) pending, if any, shall also stand closed.

JUDGE

Sabyasachi. G.