

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

WPA 4480 of 2021

Prasanta Das
Vs.
The State of West Bengal & Ors.

Mr. Pulakesh Bajpayee
... For the petitioner

Mr. Srijan Nayak
Mr. Ankit Surekha
Mr. Partho Sarathi Pal
... For the State

Mr. Kallol Basu
Mr. Arnab Ray
... For the respondent no.2

Supplementary affidavit affirmed by the petitioner on 8th March, 2021 in terms of the direction given in the order dated 5th March, 2021 is taken on record.

The petitioner was engaged as an agency to provide security personnel to Malda District Central Co-operative Bank Limited (hereinafter referred as the “Cooperative Bank”). By a notice dated 21st January, 2021, the petitioner was directed not to supply security guards in the said Cooperative Bank from the month of March, 2021. The petitioner, inter alia, challenging the termination, filed the instant writ petition.

The matter between the petitioner and the said Cooperative Bank relates to a contract between the said

two parties. The scope of interference in writ jurisdiction with regard to contractual obligations of a cooperative bank is very limited. It is also a matter of doubt whether a writ petition can be maintained as against a cooperative society, in the instant case, Malda District Central Co-operative Bank Limited, as regards enforcement of contractual obligation.

Be that as it may, without going into the aspect of maintainability of the writ petition, in order to make the issue of engaging contractor in the place and stead of the petitioner more transparent, this Court is of the view that the said Cooperative Bank should publish a fresh notice inviting tender for engagement of agency to provide security personnel at the said Cooperative Bank in its website as also in newspapers having wide publication in the district of Malda and West Bengal inviting offers to that effect.

This order is being passed as I am informed by the respondent no.2, i.e., Malda District Central Co-operative Bank Limited, that a notice inviting tender for engagement of an agency to supply security guard (unarmed and armed) for the safety and security measures of the said Cooperative Bank and its ATM counters was published in the website of the said Cooperative Bank on 27th November, 2020. After processing the offers received by the said Cooperative Bank, an agency by the name of SP Construction and

General Order Suppliers (hereinafter referred to as “SP Construction”) was approved and accepted by the Board of Directors of the said Cooperative Bank. The said SP Construction was informed by the Cooperative Bank by a notice dated 21st January, 2021 that their offer has been approved and accepted. It appears from the said letter dated 21st January, 2021 that the terms and conditions for engagement of the said SP Construction were to be intimated in due time.

It is further submitted by the said Cooperative Bank that SP Construction has not turned up till date to complete the formalities for being engaged as an agency.

Since the terms and conditions of engagement have not been finalised, the selected agency has not accepted the letter of intimation by communicating acceptance and the formalities as to the engagement have not yet been completed, no vested right has accrued in favour of SP Construction as an appointed agent. This order is, therefor, passed even in the absence of the said SP Construction.

The said Cooperative Bank shall complete the tender process of engaging the security agency for supplying the security guards (armed and unarmed) within a period of three months from date.

Till the date of engagement of a new agency in terms of the tender process which will be initiated in

terms of this order, the petitioner shall continue to supply security guard (armed and unarmed) on ad hoc basis as per the terms of the existing contract the petitioner has with the respondent Cooperative Bank.

No vested right will accrue in favour of the petitioner as against the termination already made by the respondent no.2 by its letter dated 21st January, 2021 for supplying security guard (armed and unarmed) for the period till the agency for providing the same is not finalised.

The petitioner will, however, be paid charges for supplying security guard during the interregnum on the scale of rates already agreed upon.

Mr. Kaushik Sen, Deputy General Manager and Mr. Suman Roy, Assistant General Manager of the respondent Cooperative Bank are present in Court with due authorisation. They have produced the documents as per the direction given in the order dated 5th March, 2021 which has been considered and taken on record by this Court.

The said Kaushik Sen and Suman Roy on behalf of the respondent Cooperative Bank have in open Court instructed the advocate for the respondent Cooperative Bank that they have no objection in publishing the fresh notice inviting tender and appointing an agency in terms thereof.

Nothing further remains to be adjudicated in this writ petition. The same is disposed of accordingly without any order as to costs.

Since I have not called for any affidavits, allegations made in the writ petition are deemed to have not been admitted.

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

(Arindam Mukherjee, J.)