

02.09.2021
Ct. No.13
Sl. No.126
akd

W.P.A. 6061 of 2020 [via video conference]
CAN 1 of 2020 (Old CAN 4273 of 2020)

[Indranil Bhattacharya-Vs- The State of West Bengal & Ors.]

Mr. Satrajit Sinha Roy
... .. for the petitioner

Mr. Swapan Kr. Datta
Mr. Tapas Kr. Dey
... .. for the State

Affidavit-in-opposition and affidavit-in-reply filed in court are taken on record.

The short question raised by the writ petitioner is that a sum of Rs.9,68,500/- is due and payable to the petitioner under a contract executed by him. The petitioner submits that the said sum which is admitted by the respondents has not been released for adjustment for EPF and ESI dues of the labourers engaged by him for the purpose of the aforesaid contract.

Learned counsel for the petitioner fairly admits that for some period, he has not paid the EPF and ESI dues and has sought adjustment thereof from the security deposit payable to him.

Clause 16.2 of the contract provides for settlement of disputes by arbitration.

This Court sees that there are no clear, unequivocal and admitted amounts by the respondent authorities and hence, the petitioner cannot take recourse to the decision of the Supreme Court in the case of ***ABL International Limited & Anr. vs. Export Credit Guarantee Corporation of India Ltd. & Ors.*** reported in ***(2004) 3 SCC 553.***

In that view of the matter, the writ petition is dismissed with liberty reserved to the petitioner to have his claims decided by way of arbitration or any other manner as may be permitted in law.

In view of dismissal of the writ petition, the connected application being CAN 1 of 2020 (*Old CAN 4273 of 2020*) is also dismissed.

There shall be no order as to costs.

All parties are to act on a server copy of this order duly downloaded from the official website of this court.

(Rajasekhar Mantha, J.)