

13 20.06.2022

gd/ssd

WPA(P)/74/2022
SK. AJARAT ALI
VS
THE STATE OF WEST BENGAL AND ORS.

Mr. Mrityunjoy Chatterjee
..for the Petitioner.

Mr. Amal Kr. Sen,
Mr. Suman Sengupta
..for the State.

Mr. Sakya Sen,
Mr. Sunil Gupta,
Mr. Hasibul Islam
..for the Respondent Nos.3 to 4.

The allegation of the petitioner is in respect of the collection of toll by Murshidabad Zilla Parishad at Bahramghat to Bagdabra via Chandpur.

Submission of learned counsel for the petitioner is that initially the contract for collection of toll was awarded for one year and the said period is over, yet, the collection of toll has been permitted. Further allegation is that in the initial contract there was no permission for truck with more than 10 wheels but subsequently that has also been permitted without floating the fresh tender.

Learned counsel for the respondent nos.3 to 4 referring to the report in the form of affidavit filed today has pointed out that at the time of floating the initial tenderer the corrigendum notice was issued on 24th July, 2020 before the auction making it clear that there will be an option of yearly

renewal by advance payment at the increased rate of 10% at every successive year upto maximum three years. He has pointed out that the work order dated 28.08.2020 was issued to the successful bidder and work had commenced with effect from 01.09.2020 and as per the corrigendum clause, the tenderer has continued with enhancement of 10% and the contract will now expire on 31st August, 2023. He has also pointed out that since there was no alternate route available, therefore, the policy decision was taken to allow more than ten wheels cargo through the toll gate by revising and fixing higher rate. He has referred to a copy of the communication in this regard dated 07.02.2022 which also discloses that the lease value was enhanced upward to Rs.1,90,00,000/- plus GST as admissible for the prevailing second year. This communication further refers to the enhancement of 10% for the third year.

Reliance has also been placed by the learned counsel for the petitioner on the order dated 23rd July, 2021 in WPA 200 of 2021 wherein the stand of the State was recorded that the contract awarded to the contractor will expire on 31st August, 2021.

Learned counsel for the respondent nos.3 to 4 has pointed out that Murshidabad Zilla Parishad was not represented when the order was passed and in the order stand of the State was recorded and not the concerned Zilla Parishad, and in any case there was an

option for continuing the contract with 10% enhancement. Hence the petitioner cannot be extended any benefit on the basis of order in WPA 200 of 2021.

Having regard to the aforesaid, we are of the opinion that no case for interference in the present PIL is required, which is, accordingly, dismissed.

(Prakash Shrivastava, C.J.)

(Rajarshi Bharadwaj, J.)

