

S/L 14
01.03.2022
Court. No. 19
GB

W.P.A. 5752 of 2021

Ajoy Barui
VS
The State of West Bengal & Ors.

*Mr. Sujit Kumar Rath,
Mr. Sukumar Sarkar.*

...for the Petitioner.

Mr. Tapash Kumar Mondal.

...for the Zilla Parishad.

The writ petition has been filed for a direction upon the Zilla Parishad, South 24 Parganas to allow the petitioner to deposit the balance sum of the licence fee and to operate the ferry ghat from Sikarpur to Kakdwip with effect from March 2021 to February 2022.

Admittedly, the petitioner did not deposit the balance sum. The contention of the petitioner is that the ferry services could not be operated due to the lockdown and as such, the petitioner was not in a position to deposit the amount. The said sum was to be deposited in respect of the ferry service for the period of March 2021 to February 2022. The said period has already expired.

It is submitted by the Zilla Parishad that the petitioner participated in the auction process but the petitioner being a single bidder, the said bid was cancelled. Thus, the question of depositing the balance sum did not arise. Subsequently, the petitioner's participation was cancelled. Ultimately, the project went under the Jaladhara Scheme and one Uday Das

has been allotted the licence to operate the ferry ghat by an order dated September 27, 2019.

In any event, the prayer in the writ petition has now become infructuous. The writ petition is disposed of.

The petitioner will be at liberty to apply before the authority for refund of the earnest money, which shall be done in accordance with law. The authority shall also intimate to the petitioner the reason as to why the participation of the petitioner in the bidding process was not accepted.

However, there will be no order as to costs.

All parties are directed to act on the basis of the server copy of this order/learned advocates' communication.

(Shampa Sarkar, J.)