

14.11.2022
Sl. No.12(DL)
srm

W.P.A. No. 4914 of 2022

Partha Pratim Dey

Versus

The State of West Bengal & Ors.

Mr. Kajal Ray,
Mr. Aditya Sen

....for the Petitioner.

Mr. Sustanta Pal,
Mr. Prabir Kumar Ray

...for the State-respondents.

Mr. Suman Basu

...for the Hooghly Zilla Parishad.

Affidavit-of-service is taken on record.

It appears from the records that the Executive Engineer, West Bengal State Rural Development Authority, Hooghly Division, Hooghly Zilla Parishad has called for certain documents from the petitioner before taking a decision to refund the security deposit, which is outstanding. It appears that the Secretary, Hooghly Zilla Parishad by an order dated October 23, 2013 had informed the petitioner that the outstanding security deposit would be released after the question of right to receive the same was determined by a competent court of law.

According to the petitioner, the issue has been settled by the learned Arbitrator between the petitioner

and his partner. The learned Arbitrator has held that on the strength of the power of attorney the claimant/petitioner alone would be entitled to the recovery of sum of Rs.36,50,000/- or any other amount recoverable from the Hooghly Zilla Parishad. The petitioner contends that the amount of Rs.36,50,000/- is the unpaid outstanding security deposit, which was deposited by the partnership firm before the work was executed. Such work was executed pursuant to a work order of 2002. He submits that the original record is not in his possession and is not in a position to trace out the same. The petitioner submits on oath that no other litigation is pending either with regard to the partnership firm or with regard to the award passed by the learned Arbitrator.

Under such circumstances, the writ petition is disposed of with the following directions:

- (a) The petitioner will file a GD entry with regard to the missing security deposit slip.
- (b) The petitioner shall affirm an affidavit declaring that the arbitral award has not been challenged in appeal by any of the parties and no proceedings therefrom are pending before any court of law or forum. In the same affidavit, the petitioner shall also clearly state whether any

other litigation over the same issue is pending before any court or forum or not.

(c) The petitioner shall file an indemnity bond in the general form, as usually used in such kind of cases, undertaking to indemnify that any other person in future a better and superior claim to that of the petitioner is made by anyone in respect of the security deposit, which is lying with the Hooghly Zilla Parishad. The Hooghly Zilla Parishad shall ascertain the compliance of the above formalities, as directed by this Court, and thereafter disburse the security deposit in favour of the petitioner by bank transfer or any other mode, upon the petitioner shall supply his bank details and documents of AADHAR, PAN Card, etc. Such disbursement is made within a period of eight weeks from the date of petitioner's complying with the direction of this Court.

(d) A copy of the original award shall be submitted and the petitioner shall be required to produce the same before the authority for final checking but the same shall not be submitted before the authority.

The writ petition is, thus, disposed of.

There shall be no order as to costs.

Parties are to act on the basis of the server copy of
this order.

(Shampa Sarkar, J.)