

17.01.2022
Court No. 19
Item no.03
CP

WPA 14106 of 2021

Santosh Paul
Vs.
The State of West Bengal & ors.

Mr. Malay Bhattacharyya

.....for the petitioner.

Mr. Pantu Deb Roy, Ld. AGP
Mr. P. Bandyopadhyay

.....for the State.

The petitioner is the sole proprietor of M/s. Paul Enterprise. The petitioner claims to be an enlisted government contractor and a general order supplier. The respondent no. 5 floated a tender notice being NIT No. 296 dated October 22, 2017 for construction and extension of the market complex (Gitanjali) at Unnayani under 14th CFC(BG). The work order was issued in favour of the petitioner by respondent no. 6. The tender value was of Rs. 29,11,240/-. It is contended that the petitioner completed the work within the stipulated period but did not get the payment as per the RA bills raised by him. After several rounds of representations and persuasion, the District Magistrate came to the aid of the petitioner and by an order dated January 18, 2021, directed the Block Development Officer (BDO),

Bardhaman-II to direct the concerned gram panchayat of Barsul-II to settle the claims of the petitioner who had constructed the extended part of the Gitnajali Market complex during the financial year 2017-18 from any permitted available fund of the gram panchayat. It has been specifically directed by the District Magistrate that the sole responsibility to settle the claim of the petitioner was with the gram panchayat authorities. Further direction was given to the BDO to initiate penal action against the Pradhan and the staffs of the Barsul-II Gram Panchayat.

Mr. Deb Roy, learned Additional Government Pleader, submits that the petitioner was not entitled to payment in view of certain gross irregularities which were detected by the Commissioner, Panchayat and Rural Development Department who was the programme coordinator in respect to the alleged tendering process. According to him, amongst other irregularities, the first and foremost irregularity which went to the very root of the issuance of the work order was that, despite the tender amount being of high value, e-tender was not called. He relies on the enquiry report dated October 1, 2018.

Having considered the rival contentions of the parties, it appears that the District Magistrate, Purba Bardhaman had intervened in the matter and having accepted the enquiry report about the irregularities

in the action of the Pradhan and the staff of the Barsul-II Gram Panchayat, directed the BDO, Bardhaman-II, to initiate penal action against the erring officers of the gram panchayat including the Pradhan. However, it was also directed that the contractor who had completed the work should be paid the amount due. Despite such direction of the District Magistrate, the BDO, Bardhaman – II, Purba Bardhaman failed and neglected to ensure that the payment was made to the petitioner, by the gram panchayat.

This court is of the opinion that the rightful claim of the petitioner as per the direction of the District Magistrate has been denied. Under such circumstances, without going into the merits of the matter, this matter is relegated to the District Magistrate, Purba Bardhaman to consider the entire issue raised by the petitioner in the writ petition in accordance with law and pass necessary orders with regard to the pending payment of the petitioner which had already been directed to be disbursed on January 18, 2021. Apart from the other actions which the authorities may take against the Pradhan and the officials of the Barsul-II Gram Panchayat, this order is restricted to consideration of the payment of the petitioner as per the direction of the District Magistrate dated January 18, 2021.

The petitioner, Pradhan of Barsul-II Gram Panchayat, Staff and the BDO concerned shall be given a hearing before the decision is taken by the District Magistrate in this regard as per the direction of this court.

A reasoned order shall be passed and communicated to all. Needless to mention the District Magistrate will settle the claim of the petitioner in accordance with law and ensure the payment.

The entire exercise shall be completed within a period of four months from the date of communication of this order.

The writ petition is, thus, disposed of. There shall be no order as to costs.

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

(Shampa Sarkar, J.)