

4th August, 2022
(D/L No.15)
(SKB)

W.P.A. 16247 of 2022

M. P. Construction
Versus
The State of West Bengal and others

Mr. Dipanjan Datta,
Ms. Sukanya Datta
... for the petitioner.

Mr. Samrat Sen, Id. AAAG,
Ms. Manali Ali
... for the State.

The petitioner seeks refund of an earnest money deposit of Rs.2.90 lacs from the State respondents with reference to a letter of termination dated 22nd June, 2022 while the case of the petitioner is that the petitioner was unable to complete the work because of an occupied stretch in the road which the petitioner was supposed to construct. The position of the site is that the petitioner failed to complete the work despite being given leave for the occupied stretch of the road. However, upon perusal of the tender terms, it appears that Clause 25 thereof provides for settlement of disputes and arbitration, which avenue is open to the petitioner.

The Dispute Redressal Committee in each of the works departments has also been constituted by four members of standing.

This court is, therefore, of the view that the petitioner should first avail of this remedy and then approach the writ court, if at all required. Since the petitioner has approached the court, the time frame in the tender condition is waived. The petitioner shall be at liberty of approaching the Committee and seeking redress.

The Committee shall dispose of the petitioner's application/representation within a period of three months from the date of receiving such application as has been provided in the tender conditions.

W.P.A.16247 of 2022 is disposed of in terms of the above.

(Moushumi Bhattacharya, J.)