

20th December, 2022
(D/L No.21)
(SKB)

W.P.A. 23315 of 2022

Jitendra Singh
Versus
State of West Bengal and others

Mr. Biswaroop Bhattacharya,
Mr. Pratik Majumder
... for the petitioner.

Mr. Subhabrata Das,
Mr. Mrinal Kanti Das,
Mr. Kartick Kr. Goyal
... for the Barrackpore Municipality.

Mr. Ayan Banerjee,
Mr. Soumo Chaudhury
... for the Champdani Municipality.

The petitioner is aggrieved by an order of blacklisting, which was not served on the petitioner at the relevant point of time but disclosed by the North Barrackpore Municipality being the respondent no.7 in its affidavit-in-opposition.

The decision to blacklist the petitioner is dated 29th October, 2021. The reason given for the blacklisting is the outstanding lease rent of Rs.24,47,500/- which is due from the petitioner.

The impugned blacklisting is in respect of operating ferry services between Palta and Champdani. The petitioner has been blacklisted “until further orders”. The impugned order has also been communicated by the Hooghly Municipal Development

Officer to the Champdani Municipality on 20th September, 2022.

Upon hearing learned counsel and being shown the relevant materials, this court is of the view that an outstanding lease rent amount being due from the petitioner is not proportional to the order of blacklisting and that too for all times to come. The petitioner has also not been given an opportunity of hearing before the order of blacklisting was made against him. The order is not only disproportionate but is also in violation of principles of natural justice.

W.P.A.23315 of 2022 is accordingly disposed of with a direction on the North Barrackpore Municipality to allow the petitioner to participate in tenders in operating ferry services between Palta and Champdani. The impugned order dated 29th October, 2021 is quashed and set aside. The petitioner will be allowed to participate in future tenders of North Barrackpore Municipality subject to the petitioner putting in an up front amount of Rs.10 lacs within a period of three weeks from date. The balance amount of Rs.14,47,500/- shall be paid by 31st March, 2023 upon the parties arriving at a settlement for the same. The other ancillary points in the writ petition may be kept open for subsequent challenge.

(Moushumi Bhattacharya, J.)