

WPO No.2288 of 2022
IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
ORIGINAL SIDE

TANTIA CONSTRUCTIONS LIMITED
VS
THE KOLKATA MUNICIPAL CORPORATION & ORS.

BEFORE:
The Hon'ble JUSTICE AMRITA SINHA
Date: 16th August, 2022.

Appearance:
Mr. Swatarup Banerjee, Adv.
Mr. Avishek Guha, Adv.
Sk. Sariful Haque, Adv.
Ms. Akansha Chopra, Adv.
Ms. Debarati Das, Adv.
...for the Petitioner.

Mr. Ritoban Sarkar, Adv.
Mr. Avishek Das, Adv.
...for Respondent No.4.

Mr. Alak Kumar Ghosh, Adv.
Mr. Gopal Chandra Das, Adv.
...for KMC.

The Court:-The petitioner has filed the writ petition praying for issuance of a Writ of Mandamus directing the Kolkata Environmental Improvement Investment Program, respondent no.2 to refund /reimburse the amount of Rs.10,47,34,932/-, which was allegedly withheld by the respondent no.2, along with interest accrued thereon.

A Memorandum of Understanding was entered into between the petitioner and the respondent no.4 on 3rd day of February, 2014. The aforesaid agreement was submitted before the respondent no.2. A Letter of Acceptance was issued by the respondent no.2 on 1st September, 2014 for the purpose of construction of Pumping Stations in Beghore Khal and in

Joka Tram depot and construction of sewerage and drainage network within Diamond Harbour Road catchment.

Thereafter, certain dispute was cropped up between the petitioner and respondent no.4.

The petitioner submits that the aforesaid amount was due and payable to the petitioner by the respondent no.2.

Respondent no.4 has filed an affidavit to show that the aforesaid amount was duly transferred to the Joint Venture Account on 9th October, 2020. The Bank statement of the Union Bank of India in the name of the Joint Venture Account is appearing at page no.8 of the affidavit-in-opposition filed by the respondent no.4.

According to the petitioner, the aforesaid amount was directly payable to the petitioner from the Kolkata Municipal Corporation.

Learned Advocate representing the respondent no.4 submits that the said amount was duly paid by the Kolkata Municipal Corporation in the Joint Venture Account. The petitioner is not entitled to receive any further amount over and above which has already been credited to the Joint Venture Account of the Company.

Learned Advocate representing the Kolkata Municipal Corporation supports the submission made on behalf of the respondent no.4.

As it appears that the respondent no.4 as well as the Kolkata Municipal Corporation both submits that the amount which was deposited on 9th October, 2020 in the Joint Venture Account is the amount which the petitioner is claiming, accordingly, there is no requirement of proceeding with the writ petition any further.

The writ petition stands disposed of.

The parties will be at liberty to approach the appropriate forum for any further relief, if so advised.

Affidavit-in-opposition by the respondent no. 4 and the reply thereto by the petitioner filed in Court today are taken on record.

Urgent photostat certified copy of this order, if applied for, be supplied to the parties upon compliance of all legal formalities.

(AMRITA SINHA, J.)

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