

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No. 20560 of 2022

Jyotin Kumar Sahoo

.....

Petitioner

Mr. R. Sarangi, Adv.

Vs.

State of Odisha and others

.....

Opposite Parties

Mr. P.K. Muduli, AGA

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE G. SATAPATHY

ORDER

16.08.2022

Order No.

01.

This matter is taken up through hybrid mode.

2. Heard learned counsel for the parties.
3. The petitioner has filed this writ petition seeking to quash the letter dated 19.07.2022 vide Annexure-17 issued by the Executive Engineer, R.W. Division, Bhubaneswar addressed to the Branch Manager, State Bank of India regarding revocation of TDR bearing A/c No. 35928929698 amounting to Rs.17,86,000/- pledged by the petitioner along with interest without any show cause notice, and further seeks to quash the letter dated 02.08.2022 under Annexure-19 and to issue direction to opposite parties no.5 and 6 to release the TDR and Bank Guarantee in favour of the petitioner, as the petitioner has deposited the said amount towards security deposit in the shape of bank guarantee.
4. Mr. R. Sarangi, learned counsel for the petitioner contended that the petitioner has completed the work in question, but so far as maintenance is concerned, there may be differences, but the final payment has already been made by the authority. It is contended that subsequently the authority called upon the petitioner to go for maintenance work, but the bill has not been paid to him, even though the petitioner was permitted to go for maintenance work.
5. Mr. P.K. Muduli, learned Addl. Government Advocate contended that the petitioner is blowing hot and cold stating at the same time, inasmuch as, on the hand the petitioner is contending that

he has received final bill and on the other hand stating that the bills have not been paid to him. Furthermore, though it is contended that the petitioner was called upon to execute the maintenance work, but fact remains, it is a composite agreement, i.e., completion of work as well as maintenance. So far as maintenance part is concerned, since the petitioner has not discharged its duty in a proper manner, order has been passed for revocation of TDR, which is well within the competence of the authority.

6. Having heard learned counsel for the parties and after going through the records, this Court finds that a disputed question of fact is involved in this case as to whether the petitioner has completed the work or discharged the duty or not. So far as maintenance part is concerned, this Court is not the forum to adjudicate the same, as it involves disputed questions of fact. More so, on the one hand the petitioner contended that bills have been paid to him and on the other hand the petitioner turned around by saying that bills have not been paid for the maintenance work. Therefore, in view of the disputed questions involved, this Court is not inclined to entertain this writ petition. However, liberty is granted to the petitioner to pursue his remedy before the appropriate forum in terms of the DTCN/Agreement, which is applicable to him.

7. With the aforesaid liberty, the writ petition stands disposed of.

(DR. B.R. SARANGI)
JUDGE

(G. SATAPATHY)
JUDGE

Ashok/Kishore