

AD-11
Ct No.09
17.04.2023
TN

WPA No. 7781 of 2023

T.S. Admixture Project
Vs.
The State of West Bengal and others

Mr. Partha Pratim Roy,
Mr. Dyutiman Banerjee
.... for the petitioner

Mr. Nilotpal Chatterjee,
Ms. Amrita Panja Moulick
.... for the State

Mr. Sumit Ray
.... for the WBSEDCL

The grievance of the petitioner is that the West Bengal State Electricity Distribution Company Limited (WBSEDCL) exposed the petitioner to double jeopardy insofar as due to late payment of GST charges, the petitioner was debarred from participating in a tender process for a new work of the WBSEDCL and, in the same breath, the WBSEDCL threatened the petitioner of cancellation of the existing agreements/contracts with the petitioner.

By placing reliance on the annexures to the writ petition, it is pointed out by learned counsel for the petitioner that, although late, the GST asked for by the WBSEDCL was duly paid by the petitioner.

Learned counsel appearing for the WBSEDCL submits that the petitioner is a repeat defaulter and has, on several occasions, failed to pay the GST.

As such, in the communication dated February 28, 2023, it was mentioned that the same was a final reminder and in default the rate contract shall be liable to be cancelled.

It is seen from the materials on record that insofar as the petitioner being precluded from participating in the tender-in-question is concerned, the WBSEDCL was justified in doing so, since the bidders, as per the Notice Inviting Tender (NIT), were mandatorily required to produce valid GST Registration Certificate, which was not produced in time by the petitioner. The GST was paid only subsequent to the last date for submission of the technical bids.

As such, there is no scope of interference on such score.

Insofar as the warnings of the WBSEDCL to terminate the existing contracts of the petitioner are concerned, it would be premature at this stage to pass any order on the same and/or to issue any writ thereon.

Only if the WBSEDCL actually seeks to terminate the contracts of the petitioner would any

cause of action arise in favour of the petitioner, provided the WBSEDCL flouts the law and the agreement between the parties in doing so. However, there is no scope of interference at the current juncture in that regard in the present writ petition.

Accordingly, WPA No. 7781 of 2023 is dismissed without any order as to costs.

However, in the event the WBSEDCL attempts to terminate the existing contracts of the petitioner, the WBSEDCL shall act in accordance with law, natural justice and the terms of the agreements in doing so and give an adequate opportunity to the petitioner to show cause as to why the said termination should not be effected.

Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance with the requisite formalities.

(Sabyasachi Bhattacharyya, J.)