

03.01.2025
Sl. No.6(DL)
srm

CPAN 1620 of 2023
In
WPA No. 9249 of 2022
With
CAN 1 of 2023
Ashit Palit
Versus
Sri Goutam Roy & Ors.

Mr. Debasish Ghosh,
Ms. Antara Biswas

...for the petitioner.

Mr. Jayanta Samanta,
Ms. Indumouli Banerjee

...for the alleged contemnors.

Re: CAN 1 of 2023

This is an application for recalling of the order dated March 14, 2023 passed by this Court. The Court directed that the security deposit should be refunded to the petitioner. Such direction was passed upon considering the instructions filed on behalf of the State by the learned Senior Government Advocate. The Court recorded that the agency had given several opportunities to the petitioner to accept honourable termination and that the final bill was approved. The final bill was also paid.

According to this Court, when the authority itself wanted to foreclose the contract by treating the same to be

complete, nothing further remained to be decided in the writ petition. The petitioner was asked to approach the authority for refund of the security deposit.

The application for recalling has been filed on the ground that the instructions provided to the State Advocate were incomplete.

The application is bereft of the details of the information which ought to have been placed before the Court. Rather, allegations have been made against the petitioner. The pleadings are insufficient and lacking in material particulars.

Under such circumstances, the recalling application cannot be entertained.

The application being CAN 1 of 2023 is dismissed.

Re: CPAN 1620 of 2023

Mr. Ghosh, learned Advocate for the applicant submits that although the bid security deposit has been refunded, but the performance security has been withheld. Hence, the contempt has been committed by the authority concerned.

However, this Court finds that by the order dated March 14, 2023, the petitioner was directed to approach the authority with a server copy of the order and the authority

was directed to refund the security deposit within two weeks in accordance with law. The Court further directed that no further questions with regard to the work could be raised because the authorities had already treated the contract to be completed and wanted to close the issue, although a part of the work could not be finished due to local agitation.

According to Mr. Ghosh, such observation of the Court indicates that the performance security should also be refunded as withholding the same to ensure future performance by the contractor, was out of question. The work could not be complete due to lack of access and the contractor could not be blamed.

Mr. Samanta, learned Advocate for the alleged contemnors files a note sheet which indicates that the performance security is being refunded to the applicant in proportion to the unfinished work.

Mr. Ghosh denies receipt of any part of the performance security. He further submits that a fixed deposit has been lying with the authority towards such security.

In my opinion, these issues were not before the Court when the order was passed. Moreover, the authorities have

submitted a note sheet which indicates that the matter has been considered and performance security is being paid in instalments. All these disputes cannot be decided in the contempt application.

This Court does not find any willful and flagrant violation of the order.

The contempt application is disposed of. Contempt proceedings are dropped.

The applicant is at liberty to take steps for redressal of his further grievance in an appropriate proceeding. The applicant can also approach the authority with his claims.

The note sheet be retained with the record.

(Shampa Sarkar, J.)