

16.05.2023
Sl. No.13(DL)
srm

W.P.A. No. 11263 of 2023

Debabrata Garain

Versus

The State of West Bengal & Ors.

Mr. S. Ganguly,
Mr. Dilip Kumar Sadhu

....for the Petitioner.

Mr. Jahar Lal De,
Mr. Rudranil De

...for the State-respondents.

Affidavit-of-service is taken on record.

Nothing remains to be decided in the writ petition.

The records have been produced by Mr. De which indicate that as a full and final settlement to the claim of the petitioner, a sum of Rs.21,09,332/- had been transferred electronically to the bank account of the petitioner.

Upon physical measurement of the work done, the total amount payable to the petitioner came to Rs.23,96,970/-. Upon adjusting the statutory deduction, etc, the amount of Rs. 21,09,332/- was paid. It also appears from the records, that the petitioner, by a letter intimated to the Block Development Officer, Baghmundi Development Block, Purulia, that he would not demand

any interest and prayed for an honorary termination of the contract.

The petitioner now claims refund of the security deposit. It does not appear from the pleadings that such claim had ever been made in the writ petition. The writ petition was filed seeking direction for payment of the outstanding bills.

The petitioner is at liberty to approach the authority for refund of the security deposit, if any. If such application is filed, the same shall be decided strictly in accordance with law and in accordance with the terms and conditions of the contract as also on the undertaking given by the petitioner.

The writ petition is, thus, disposed of.

There shall be no order as to costs.

Parties are to act on the basis of the server copy of this order.

(Shampa Sarkar, J.)