

AD-10
Ct No.09
26.06.2023
TN

WPA No. 14032 of 2023

Das Enterprise
Vs.
The State of West Bengal and others

Mr. D. N. Bose,
Mr. Sujit Chowdhury

.... for the petitioner

Mrs. Sanjukta Gupta,
Mr. Nirmalya Roy

.... for the State

Learned counsel for the petitioner submits that despite a completion certificate having been issued and the dues having been paid to the petitioner upon completion of the work of construction of a children's park at Uttampur Mouza under Karimpur – II G P under Karimpur – I Block under the Tourism Development Fund, the security deposit initially deposited by the petitioner has been withheld by the Block Development Officer (BDO) concerned.

Learned counsel for the petitioner further argues that in view of the principal dues having already been paid, the BDO does not have authority to withhold the security deposit.

Learned counsel for the respondent-authorities hands over a photocopy of a purported letter dated

March 02, 2023 written by certain people of the locality who are allegedly Thikadars, who were utilized by the petitioner allegedly for completion of the work but were not paid their dues.

It is submitted that on the intervention of the local Member of Parliament, there was a meeting and the security deposit of the petitioner was withheld to ensure that the said Thikadars are paid properly. That apart, it is pointed out from the completion certificate annexed to the writ petition that the stipulated date of completion was March 27, 2017, although the actual date of completion of the work was December 20, 2019.

Be that as it may, the claim of a third party against the petitioner cannot be a consideration for the BDO to withhold the amount due to the petitioner in terms of the contract between the petitioner and the respondent-authorities.

In fact, the respondent-authorities have no lien over the security deposit in view of the issuance of a completion certificate and in view of the payment having already been paid in terms of the bills raised by the petitioner. Insofar as the veracity of the claims against the petitioner is concerned, such third party claims are not the subject-matter of concern in respect of the instant matter, since the BDO was

duty-bound as per contract and law to disburse the security deposit once the completion certificate was issued and the principal payment was made.

Hence, WPA No. 14032 of 2023 is allowed, thereby directing the respondent no. 6, that is, the Block Development Officer, Karimpur-I Development Block Shikarpur, District: Nadia to immediately disburse the security deposit which had been paid by the petitioner to the respondent-authorities, returning the same to the petitioner within a fortnight from this date.

It is, however, made clear that nothing in this order shall prevent any third party who may have a claim against the petitioner on whatever score, to take out appropriate proceedings for realization of such amount from the petitioner. If such proceedings are levied, nothing in this order shall influence unduly the relevant authority or court before which such claim is made.

The parties shall act on the server copy of this order.

There will be no order as to costs.

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.)