

18.04.2023
Sl. No.97(ML)
srm

W.P.A. No. 14250 of 2022

Mir Abu Zar

Vs.

The State of West Bengal & Ors.

Mr. D.N. Chatterjee,
Mr. R.K. Biswas

....for the Petitioner.

Mrs. Jhuma Chakraborty,
Mr. Aritra Ghosh

...for the State-respondents.

Affidavits-of-service are taken on record.

The petitioner alleges that the Programme Officer & Block Development Officer, Nanoor Development Block, failed and neglected to release payment in favour of the petitioner for construction of the ICDS building at Kadda under Nawanagar Kadda Gram Panchayat, Birbhum.

According to the petitioner, the said construction was made on the basis of a verbal direction of the Nirman Sahayak of the said gram panchayat. The petitioner relies on the work order issued to him on March 7, 2017, pursuant to an e-tender. The petitioner alleges that as the work had been partially executed and the building had been raised to a certain extent, interim bills should be paid to the petitioner, in terms of the work order.

The petitioner demanded justice from the Block Development Officer, Nanoor Development Block, by an Advocate's letter dated April 27, 2022, which is annexure P-6 at page 19 to the writ petition.

The learned Advocate for the State-respondents denies the eligibility of the petitioner for payment of the bills which had been raised, *inter alia*, for construction of the ICDS building at Kadda under Nawanagar Kadda Gram Panchayat, Birbhum. Learned Advocate refers to the work order issued in favour of the petitioner by the Block Development Officer, Nanoor Development Block dated March 7, 2017 and submits that the petitioner was asked to supply the materials for construction of the building. The work order also specified the nature of the materials, the quality of the materials and the time period within which the supply was to be completed.

According to the learned Advocate for the State-respondents, if the petitioner had supplied materials in conformation to the work order and raised bills accordingly, the authority could have acted in accordance with law by considering the bills in terms of the work order dated March 7, 2017.

The petitioner was not asked to construct any building. No documents have been annexed, which would

indicate that the petitioner had been officially allotted the work of construction of a building. A verbal instruction from the Nirman Sahayak, would not itself entitle the petitioner to receive payments in respect of any work which was neither authorized nor approved by the competent authority. The petitioner can only claim payment if the petitioner had performed his obligation in terms of the work order dated March 7, 2017 or had partially performed his obligation in respect thereof.

The Court is of the view that in case the petitioner had supplied materials on the basis of the work order prior to the cancellation and in accordance with the terms and conditions of the work order, proportionate payment should be released in favour of the petitioner, in accordance with law for the materials supplied, but if the cancellation was attributable to the petitioner, the petitioner did not deserve to be paid.

The writ petition is disposed of granting liberty to the petitioner to approach the Programme Officer & Block Development Officer, Nanoor Development Block, Birbhum, with his prayer for release of bills for materials supplied in terms of the work order dated March 7, 2017. The bills shall be prepared with supporting documents. If such prayer is made, the same shall be disposed of in

accordance with law. A reasoned order shall be passed and communicated. If the claim of the petitioner cannot be accepted, reasons shall be assigned. If part payment can be released, steps shall be taken to release such payment.

The entire exercise shall be completed within a period of two months from the date of petitioner approaching the authority.

A copy of the writ petition along with a server copy of this order be served upon the Block Development Officer, Nanoor Development Block, Birbhum.

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.)