

Item No.17

In The High Court At Calcutta
Constitutional Writ Jurisdiction
(via video conference)

07.02.2023
Ct-24

WPA 26110 of 2022
M/s. Reckon Construction & Anr.
v.
The State of West Bengal & Ors.

Mr. Soumen Kumar Dutta
Mr. Sabyasachi Bhattacharjee
... for the petitioners.

Mr. Santanu Kumar Mitra
... for the State.

Mr. Debasish Das
... for the respondent no. 3.

The petitioners seek a direction upon the Egra Municipality to release certain payment which the petitioners are allegedly entitled to in terms of the work order issued for construction of Narpukur Market Complex.

The petitioners stress upon the communication made by the Chairman, Egra Municipality to the petitioner company on October 21, 2021 forwarding the detailed work done estimate with abstract cost to a tune of Rs. 32,63,731/- duly signed by the concerned Sub-Assistant Engineer.

The petitioners contend that the Chairman of the Municipality admitted that the petitioners performed the work to the tune of Rs. 30 lakh and odd. Prayer has been made for releasing the due amount.

Records reveal that the estimate cost of the project is Rs. 32 lakh and odd. The work order was issued in the year 2013. The petitioners admit that the entire work could not be completed on account of paucity of funds.

The contention of the Municipality is that several communications were made to the petitioners regarding non-completion of the construction work of the market complex. As the petitioners failed to complete the work, accordingly, the work order stood cancelled way back in the year 2017. The Municipality had to suffer huge financial loss on account of non-completion of the work within the stipulated time period.

The petitioners have filed an exception to the affidavit filed by the Municipality and submits that the petitioners were not aware of the communication made by the Municipality.

From the documents placed before this Court and upon hearing the submissions made on behalf of the parties it appears that the claim of the petitioners is completely denied by the Municipality.

The work order in question was issued in the year 2013 and the work was supposed to be completed within 180 days from the date of the lay out. The Municipality claims that the work order stood cancelled in the year 2017.

The contention of the petitioners that the chairperson of the Municipality admitted the claim in the communication dated 27th October, 2021 is absolutely incorrect. The aforesaid communication was in reply to the letter of the petitioners seeking the

detailed work done estimate. The same is not at all the admission of the alleged dues of the petitioners.

It is too late in the day for the petitioners to file a writ petition in the year 2022 seeking release of the amount due from the Municipality. There appears to be several disputed question of facts in the present case which cannot and ought not to be decided by the writ Court. Thorough evidence is required to ascertain and verify the claim of the petitioners.

As the Municipality cancelled the work order of the petitioners in 2017 and there is no document on record to show that the petitioners performed any work after 2017 it has to be taken that the work was lastly done by the petitioners prior to cancellation of the work order. The petitioners ought to have approached the proper forum within the prescribed period of limitation.

In view of the above, no relief can be granted to the petitioners in the instant writ petition.

The writ petition fails and is hereby dismissed.

The report filed by the Chairman, Egra Municipality and the exception thereto are taken on record.

Urgent certified photocopy of this order, if applied for, be supplied to the parties expeditiously on compliance of usual legal formalities.

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(Amrita Sinha, J.)