

Form No. J.(2)

Item No.2

**IN THE HIGH COURT OF JUDICATURE AT CALCUTTA
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE**

HEARD ON :09.06.2023

DELIVERED ON: 09.06.2023

CORAM:

**THE HON'BLE CHIEF JUSTICE T.S. SIVAGNANAM
AND
THE HON'BLE MR. JUSTICE HIRANMAY BHATTACHARYYA**

**M.A.T. No.2022 of 2022
With
IA No.CAN 1 of 2022**

**Suman Mitra
Vs.**

The Executive Engineer, HPIU, WBSRDA, Malda Division & Ors.

Appearance:-

**Mr. Utpal Das
Mr. Sanjay Saha**

.....For the Appellant

Mr. Srikanta Dutta

.....For the Respondent No.4

**Mr. Nilotpal Chatterjee
Ms. Amrita Panja Moulick**

.....For the State

JUDGMENT

(Judgment of the Court was delivered by T.S. SIVAGNANAM, C.J.)

1. This intra-Court appeal by the writ petitioner is directed against the order dated 24th November, 2022 passed in W.P.A. No.19572 of 2022. The appellant had impugned the order passed by the respondent authorities terminating the contract awarded to the appellant by proceedings dated 6th July, 2022.

2. It appears that the appellant is not aggrieved by the award of the contract to another contractor for completing the remaining work, but would challenge the correctness of the termination stating that the suspension of work for construction work was ordered by proceedings of the Executive Engineer dated 22nd June, 2022 and within less than 28 days, the impugned termination order was passed on 6th July, 2022, which is in clear violation of Clause 52.2(a) of the terms and conditions of tender.
3. Apart from that, various other grounds have also been raised stating that factually there is no ground to terminate the contract. The learned Single Bench after taking note of the relevant terms and conditions of contract, thought it fit to direct a joint inspection to be conducted to assess the quantum of work done by the appellant before the contract was terminated on 6th July, 2022 so that the compensation to be paid to the appellant can be worked out.
4. That apart, the learned Single Bench has also noted that in clause 24 of the terms and conditions, there is a dispute redressal system and liberty was granted to the appellant to work out his grievances in terms of the said clause. We also note that in clause 25 it has been stated that in view of the provisions of clause 24 on dispute redressal system, it is the condition of the contract and there will be no arbitration clause for settlement of any dispute between the parties.
5. We find that the dispute redressal system mentioned in clause 24 is an elaborate procedure, where the aggrieved contractor will have due opportunity to put forth all his contentions.

6. Therefore, we are of the view that the learned Single Bench was right in disposing of the writ petition by issuing the necessary directions for joint inspection to assess the quantum of work done by the appellant before the termination of the contract and also simultaneously granting liberty to avail the dispute redressal system under clause 25 of the terms and conditions of the contract.
7. Thus, we find no ground to interfere with the order passed by the learned Single Bench. In the event, the appellant invokes the clause 24 of the terms and conditions of contract by availing the dispute redressal system, the competent authority in terms of the said clause shall expeditiously consider the prayer made by the appellant and conclude the proceedings as expeditiously as possible, preferably within a period of three months from the date on which such an application is filed in terms of clause 24 of the terms and conditions of contract.
8. With the above observations, the appeal along with the connected application stand disposed of.
9. There shall be no order as to costs.
10. Urgent photostat certified copy of this order, if applied for, be furnished to the parties expeditiously upon compliance of all legal formalities.

(T.S. SIVAGNANAM)
CHIEF JUSTICE

I agree,

(HIRANMAY BHATTACHARYYA, J.)

Pallab/KS AR(Ct.)