

5th February,
2024
(AK)
02

W.P.A 15288 of 2023

Singh Security & Detective Services
Vs.
The State of West Bengal and others

Mr. Shambhunath Ray
Mrs. Amrita Tewari
Mr. Varun Raj Tewari
Mrs. Tuaina Parvin

...for the petitioner.

Mr. Abhrotosh Majumder
Mr. Debjit Mukherjee
Ms. Susmita Chatterjee

...for the WBSEDCL.

1. The affidavit-in-opposition and reply filed in court today be kept on record.
2. It is contended by learned counsel for the petitioner that the respondents have unlawfully terminated the contract of the petitioner on vague allegations that the petitioner did not comply with the clauses of the agreement between the parties by making proper payment to its employees.
3. It is argued that proper payment has in fact been made and learned counsel relies on the pleadings and annexures to the writ petition and the reply to substantiate the point.
4. It is further submitted that in the affidavit-in-opposition, the respondents have admitted in para-

3(ii) that at present Rs.12,07,416/- is due to the petitioner.

5. As such, it is submitted that the said amount be directed to be paid to the petitioner immediately. Moreover, the Bank Guarantee of the petitioner lying with the respondents be also released.
6. Learned senior counsel appearing for the respondent authorities submits that insofar as the claims and counter-claims made in the writ petition are concerned, the same require detailed evidence to be adduced on disputed questions of facts.
7. Unless the dispute regarding termination and the propriety of the same is decided by a proper and competent court, there is no question of release of the Bank guarantee in favour of the petitioner.
8. There is substance in some of the contentions of both parties.
9. Insofar as the allegations and counter-allegations are concerned, in order to decide whether the termination of the petitioner was proper on the part of the respondents, the court has definitely to enter on merits into the issues as to whether the documents produced by the petitioner to substantiate their claim of having made proper payments and the allegations regarding the veracity of the same are to be decided on merits.

10. Such adjudication on merits would require disputed questions of facts to be decided by taking evidence. The said exercise is beyond the constrained limits of the writ court to undertake.
11. Hence, insofar as the merits of the writ petition are concerned, upon a perusal of the affidavits filed by the parties, it is evident that the same can only be subject matter of a competent civil suit.
12. However, insofar as the admitted dues of Rs.12,07,416/- is concerned, the same is the amount payable by the respondents to the petitioner for past work done by the petitioner which has no direct nexus with the termination of the contract.
13. Hence, WPA 15288 of 2023 is disposed of by directing the respondent authorities to pay the admitted dues of Rs.12,07,416/- to the petitioner within three weeks from date.
14. However, insofar as the disputes regarding the termination of the petitioner's contract and further dues, if any, are concerned, the petitioner will be at liberty to approach a competent civil court having jurisdiction to decide the said issues on taking proper evidence.
15. It is made clear that this court has not entered into the merits of the allegations and counter-allegations made in that regard and it will be open

to the civil court, if approached, to decide all issues independently without being prejudiced in any manner by any of the observations made herein.

16. In view of the long pendency of the writ petition and the same having been initially entertained by the court, it will be deemed by the civil court, when a civil suit is filed in due time, that the petitioner has proceeded *bona fide* with the cause of action for the suit before a wrong forum.
17. It is further made clear that the interim orders granted earlier stand automatically vacated, subject to any orders which may be passed in the suit, if instituted by the petitioner.
18. There will be no order as to costs.

Urgent photostat copies of this order, if applied for, be given to the parties upon compliance of all requisite formalities.

(Sabyasachi Bhattacharyya, J.)