

30.09.2024
Sl. No.2(DL)
srm

W.P.A. No. 19581 of 2022
With
CAN 1 of 2022
Suman Mitra
Versus
The Executive Engineer, HIPU, WBSRDA,
Malda Division & Ors.

Mr. Sanjay Saha
...for the Petitioner.

Mr. Srikanta Datta,
Mr. Prodyot Kumar Ray
...for the Respondent No.4.

Mr. Samrat Sen,
Mr. Amitava Mitra,
Ms. Manali Ali
...for the State-respondents.

The petitioner submits that on a similar issue between the same parties, the Hon’ble Division Bench passed an order in MAT 2021 of 2022. The intra court appeal before the Hon’ble Division Bench arose out of WPA No.19586 of 2022.

A contract was terminated by the authority. The termination of the contract of a party was challenged in the writ petition. The learned coordinate Bench was of the view that as per the terms and conditions of the contract, there was a dispute redressal system was in place and the contractor should avail of such remedy.

The contractor challenged such order in an appeal. The Hon'ble Division Bench upheld such order.

A similar challenge to an order dated January 19, 2022 by which the contract of the petitioner was terminated, is before this court.

The Hon'ble Division Bench was of the view in other matter that according to clause 24 of the terms and conditions of the contract, the dispute redressal system should be availed of by the aggrieved party in order to challenge the order of termination.

Under such circumstances, the writ petition is disposed of in a similar manner, granting liberty to the petitioner to approach the dispute redressal system as per the terms and conditions under clauses 24 and 25 of the contract.

All points, including the prayer for a joint inspection on the ground that partial work was completed, etc. shall be raised before the dispute redressal system, and all allegations against the respondents are deemed to be denied.

This Court has not considered any of the factual aspects involved in the writ petition.

In view of disposal of the writ petition, the connected application has become infructuous and the same is disposed of accordingly.

There shall be no order as to costs.

All parties are to act on the basis of the server copy of
this order.

(Shampa Sarkar, J.)