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IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

W.P.A. No. 22961 of 2023

H.S.J. Enterprise & Anr.
Vs.
State of West Bengal & Ors.

Mr. Saibal Acharyya,
Mr. Md. Yusuf Ali
...for the petitioners

Ms. Jhuma Chakraborty,
Mr. Parikshit Goswami
...for the State

Mr. Debrup Bhattacharjee,
Mr. Pradeep Kumar Tulsyan
...for the respondent nos. 2 and 5

1. The petitioners claim that the petitioners undertook a work in terms of a contract issued to the petitioners by the respondent-authorities, that is, the West Bengal State Agricultural Marketing Board. However, while doing the said work, it was found that construction of an internal road was necessary to give full effect to the work. However, although such additional work was beyond the scope of the contract, it has been averred in paragraph 15 of the writ petition that the respondent no. 7, that is, the Sub-Assistant Engineer, disclosed that if some amount remained in hand from the tendered amount of the said work, the said additional work would be done from the said balance.

2. The petitioners claim to have done such work but no payment has been made for the same. Thus, the petitioners seek a consideration of the petitioners' representation for payment for such additional work.

3. Learned counsel also places reliance on certain purported internal letters issued by the Assistant Director of Agriculture (Firm), Pulses and Oilseeds Research Sub-Station, Beldanga, Murshidabad, addressed to the Chief Executive Officer, West Bengal State Agricultural Marketing Board.

4. Learned counsel appearing for the State, by placing reliance on a written instruction which is handed over in court today, submits that the construction of internal road was not within the scope of the work of the tender. As such, the respondents are not liable to pay any amount to the petitioners for such work, even if done by the petitioners of their own.

5. Learned counsel appearing for the State categorically denies the averments made in the writ petition and/or that there was any agreement between the respondent no. 7 and the petitioner regarding additional work to be done by the petitioners.

6. A perusal of the annexures to the writ petition indicate that the Assistant Director of Agriculture

(Farm), Pulses and Oilseeds Research Sub-Station, Beldanga, Murshidabad was not an instrumentality of the West Bengal State Agricultural Marketing Board. It was the Marketing Board which had floated the tender and issued the work order to the petitioners. In the absence of any agreement between the said entity and the petitioners, it cannot be said that the petitioners have any entitlement on such count.

7. Although the petitioners cite communications from the end of the said Assistant Director, those do not, in any manner, have the effect of altering the terms of the original contract or enlarging the scope of the same.

8. Thus, there is no scope for granting any relief to the petitioners, particularly since the State categorically asserts on instruction that the claim of the petitioners for additional work done was beyond the scope of the contract.

9. Accordingly, W.P.A. No. 22961 of 2023 is dismissed without, however, any order as to costs.

10. Urgent photostat certified copies of this order, if applied for, be made available to the parties upon compliance of all necessary formalities.

(Sabyasachi Bhattacharyya, J.)