

WPA No. 23768 of 2023

Debasish Koley
Vs.
The State of West Bengal & Ors.

Mr. Sattwik Bhattacharyya
Mr. Aashutosh Bhattacharya
Mr. Titas Niyogi

.....for the petitioner.

Mr. Pankaj Halder
Mr. S. Balial
Mr. Tapas Manna

.....for the State.

The petitioner participated in a tender process in the year 2020 in respect of nine packages. He submits that he was unsuccessful in the tender process and accordingly his bids stood cancelled. After cancellation of the bids he applied before the authority for refund of the earnest money deposit in February, 2021. Thereafter representations were made on February 21, 2022 and a notice demanding justice through the learned advocate was made in August 3, 2023. None of the representations filed by the petitioner has been answered.

Learned advocate representing the State respondents and the respondent no. 4, relies upon a communicating memo dated October 16, 2020 from the Executive Engineer, WBSRDA, Hooghly Division to the petitioner regarding cancellation of work order.

The aforesaid communicating letter mentions that direction was given for verification of original documents uploaded with the submission of performance security and execution of agreement within three days from the date of the work order. Even after lapse of fifteen days the agreement was not executed and the verification of the original documents was not done.

Under such circumstances, the work order stood cancelled and the earnest money deposit stood forfeited. The petitioner was banned from participating in the next four tenders. The said communication regarding cancellation of the work order was made in respect of Serial No. 6 of the tender documents.

Learned advocate representing the State respondents has failed to produce the proof of service of the aforesaid communication upon the petitioner. There is nothing to suggest that the cancellation of work order was intimated to the petitioner.

Learned advocate for the petitioner submits that neither the acceptance of the bid of the petitioner nor the cancellation thereof was ever intimated to his client. Without proper intimation it was absolutely impossible for the petitioner to act in accordance with the direction passed.

It has further been submitted that the said cancellation is restricted only to Serial No.6 but the petitioner submitted his bids in respect of nine packages. There is no communication with regard to the rest eight packages in which the petitioner submitted his bid.

In view of the aforesaid facts, the Court thinks it fit to direct the Executive Engineer of the West Bengal State Rural Development Agency, Hooghly Division to consider the legal representation filed on behalf of the petitioner in the month of August, 2023, in accordance with the prevailing Rules/Circulars governing the field after giving reasonable opportunity of hearing to the petitioner or his authorized representative. The petitioner shall be permitted to rely upon all documents in support of his stand.

The Executive Engineer shall pass a reasoned order and communicate the same to the petitioner immediately thereafter. The Executive Engineer is directed to take steps in the matter at the earliest but positively within a period of six weeks from the date of communication of this order.

If it ultimately transpires that the petitioner will be entitled to get refund of the earnest money deposit, then steps shall be taken to refund the same in favour of the petitioner immediately thereafter.

Learned advocate for the petitioner is directed to forward a copy of the representation dated August 3, 2023 along with all supporting documents to the aforesaid respondent at the time of communicating the order of the Court.

The writ petition stands disposed of.

Urgent photostat certified copy of this order, if applied for, shall be furnished to the applicant at an early date.

(Amrita Sinha, J.)