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IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

W.P.A. No. 25705 of 2022

Chakvrigu Cooperative Labour Contract
& Construction Society Limited & Anr.
Vs.
State of West Bengal & Ors.

Mr. Arjun Roy Mukherjee,
Ms. Saheli Mukherjee
...for the petitioners

Mr. T.M. Siddique,
Mr. Suddhadev Adak
...for the State

Ms. Sutapa Sanyal,
Mr. Debrup Bhattacharjee,
Mr. Pradeep Kumar Tulsyan
...for the respondent nos. 3 and 4

1. Affidavit-of-service filed in Court today be kept on record.

2. The petitioners worked for the respondent-authorities. Subsequently, when they submitted their bills, delay was occasioned in processing the bills on the part of the respondent-authorities. Subsequently, a plea was taken by the respondents that the original agreement had been misplaced, for which the petitioners were compelled to enter into a fresh agreement for the relevant period, post facto.

3. The petitioners were compelled to take out a writ petition, bearing W.P.A. 19036 of 2019, during

pendency of which the petitioners' claim of interest was negated by the respondent-authorities by a communication dated March 15, 2022.

4. Although the principal amount has since been paid to the petitioners, the petitioners now claim the interest on the principal amount as well as the security deposit. It is contended that the previous writ petition was disposed of with liberty to the petitioners to take steps in accordance with law against the decision dated March 15, 2022 taken by the Chief Executive Officer, refusing to grant interest to the petitioners.

5. It is argued by learned counsel for the petitioners that subsequent to the refusal dated March 15, 2022, the petitioners were made to sign a document by the respondent-authorities, wherein in was mentioned that the petitioners had received in full and final settlement the amounts due.

6. Learned counsel for the petitioners contends that the petitioners are not highly educated and are unemployed youth.

7. It is argued that the gap between the respective bargaining powers of the respondent-authorities, who come within the purview of Article 12 of the Constitution of India and the petitioners, who are individuals, who come from marginalized sections of society, is huge. As such, in view of such

unequal bargaining powers, the petitioners had no option but to sign the document dated April 18, 2022 by endorsing that they had received the amounts in full and final settlement. It is further argued that there has to be transparency in the actions of a public authority discharging public functions such as the respondents. It is argued that the petitioners were virtually duped and misrepresented into writing the said endorsement on April 18, 2022.

8. It is further sought to be argued that the respondents would be guilty of undue enrichment, since for the long period of eight years, the petitioners' dues were not paid. In the process, the petitioners lost substantial interest on the said amount for the said eight years.

9. Hence, it is argued that the mere endorsement, that the petitioners had received in full and final settlement the principal amount, does not debar the petitioners from claiming interest on the said amount.

10. Learned counsel also points out that even subsequent to the endorsement dated April 18, 2022, as late as on July 08, 2022, an amount of Rs.1,91,420/- had been credited to the account of the petitioners, which belies the fact that the entire amount had been paid to the petitioners.

11. Learned counsel appearing for the respondent-authorities argues that there is no particular allegation of fraud in the pleadings and the petitioners executed in their own writing the endorsement dated April 18, 2022, whereby the claims of the petitioners were fully and finally settled.

12. It is argued that after having so endorsed, the petitioners cannot claim interest for the amount.

13. It is further pointed out that neither in the previous writ petition nor in the present one, any claim of interest on the amount of Rs.1,91,420/-, which was paid on July 08, 2022, has been made by the petitioners.

14. After carefully considering the arguments of the parties, the first question which arises is whether the endorsement and signature dated April 18, 2022 was obtained by fraud/misrepresentation.

15. The principle embodied in Order VI Rule 4 of the Code of Civil Procedure is equally applicable to all pleadings, even in a writ petition. The said principle mandates a person alleging fraud/misrepresentation/forgery and offences of like nature to furnish the detailed particulars of such fraudulent action. In the present case, apart from making general statements, I do not find from the pleadings in either this writ petition or the

previous writ petition, which has been annexed to the present writ petition, that the exact and particular acts of fraud allegedly committed on the petitioners in "duping" (the expression used by learned counsel for the petitioners) the petitioners have been disclosed.

16. The petitioners claim that the bargaining powers between the parties were unequal. Undoubtedly, in the social context, the petitioners have a point there. However, the said argument is a common refrain in such matters.

17. What we have to consider is whether the petitioners were naive rural people or sufficiently worldly-wise to have entered into commercial transactions with their eyes wide open.

18. In the present case, the petitioners had not only done work for the petitioners upon coming out successful in a tender process, but had also executed agreements with the respondent-authorities in a commercial transaction. Hence, the endorsement "received in full and final settlement", written in English and signed also in English on behalf of the petitioners, cannot be brushed aside to absolve the petitioners of the liability and responsibility for such statement.

19. In view of such endorsement, written fully within the knowledge of the petitioners, it would be

unfair and against the principle of equity if the petitioners are now permitted to fall back upon their initial position before such endorsement and claim interest on the amount which has already been paid to the petitioners in terms of the petitioners' own words "in full and final settlement" of their claims.

20. Hence, despite conceding to the fact that the petitioners might not be equally placed economically against the huge might behind the State, in the context of the present commercial transaction and in view of the petitioners having clearly mentioned that they have received their claim in full and final settlement, the issue cannot be reopened as to whether the petitioners are entitled to interest.

21. The expression "settlement" takes care of all dues. The prayer for interest is merely a corollary of the main dues of the petitioners and cannot be isolated as a separate component of the claim. The phrase "full and final settlement" used in the endorsement dated April 18, 2022, thus, takes care of the interest component as well.

22. In view of the above discussions, there is no scope of granting any relief to the petitioners by directing the respondents to pay interest on the dues although those were cleared off much later

than the original timeframe when they were to be paid.

23. Hence, W.P.A. No. 25705 of 2022 is dismissed on contest without, however, any order as to costs.

24. 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.)