

14.05.2024
Item No.51
Ct. No. 28
CHC

W.P.A. 26698 of 2023
M/s. Pinki Construction
-Vs-
The State of West Bengal & Ors.

Mr. Amiya Kumar Dutta,
Mr. Himangshu Kumar Ray,
Mr. Swadesh Priya Ghosh
... for the petitioner

Mr. Biswabrata Basu Mallik, Ld. A.G.P.
Mr. Tamal Taru Panda
... for the State

It is the case of the petitioner that they were the successful bidder for the construction of 100 seated Girls Hostel at Patrasayer Girls High School, Block- Patrasayer, District- Bankura and hence an Articles of agreement dated 30th June, 2015 was entered between the petitioner and respondent no.3 for the execution of the said work. The respondent no.3 on 07.07.2022 terminated the work, and forfeited the security deposit and earnest money. Petitioner states that respondent no.3 had failed to pay the outstanding amount of Rs.43,00,362/-. In view thereof, the petitioner has filed the present writ petition for recovery of the said outstanding amount.

This Court has heard the argument advanced by the learned counsel for the petitioner and has perused the documents placed on record.

The petitioner has initiated the present proceeding for recovery of the outstanding amount qua the work contract entered into between the parties.

Admittedly, the project was delayed and the petitioner could only complete 60% of the work. Hence in order to determine the correctness of the termination letter, it is essential to determine the party responsible for the delay and non-execution of the remaining contract. These are disputed questions of facts and cannot be adjudicated by the Writ Court. The petitioner cannot invoke the writ jurisdiction for the recovery of his disputed outstanding amount arising out of the contract.

Since it is a purely contractual dispute involving disputed question of facts between the parties this Court is not inclined to issue notice. This Court cannot get into disputed questions of fact.

In view thereof, the present writ petition is dismissed with liberty to the petitioner to agitate his grievances before the appropriate forum in accordance with the law.

(Gaurang Kanth, J.)