

08
04.08.2025
d.p.

**In The High Court At Calcutta
Constitutional Writ Jurisdiction
Appellate Side**

W.P.A 39 of 2023

**Rabilochan Deogharia
-versus
The State of West Bengal & Ors.**

**Mr. Ajay Devnath.
...For the Petitioner.**

**Mr. Devajyoti Barman,
Ms. Sanjukta Basu Mallick.
...For the Respondent
Nos. 2 to 04.**

1. The instant writ petition was filed by the petitioner seeking release of security deposit which the petitioner submitted at the time of entering into a contract and ad hoc contract with the Food Corporation of India to the tune of Rs.24,53,600/- and Rs.8,92,410/- respectively.

2. According to the Food Corporation of India, a sum of Rs.4,08,960/- which was due from the petitioner on account of the payment to the Employees' State Insurance Corporation have been released in favour of the said authority. A balance sum of Rs.20,37,938/- is payable in favour of the petitioner. The Food Corporation of India is agreeable to refund the balance amount.

3. The petitioner submits that there are other dues payable to the petitioner.

4. It appears that as regards the other dues the same do not form part of the writ petition, accordingly, no order can be passed in respect of the same. It will be open for the petitioner to raise appropriate demand before the authority as regards the other dues claimed by the petitioner.

5. The instant writ petition is disposed of by directing the Food Corporation of India to refund the amount that is due and payable to the petitioner strictly in accordance with law and in line with the terms and conditions of the tender at the earliest but positively within a period of four weeks from the date of communication of this order subject to compliance of all statutory formalities.

6. The writ petition stands disposed of.

7. Urgent photostat certified copy of this order, if applied for, be supplied to the parties upon compliance of all requisite formalities.

(Amrita Sinha, J.)