

IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE

ML- 14.07.2025
259 Ct.18
rkd Judgment

W.P.A. 847 of 2024

The Secretary, Basudevpur Kanya Gurukul

-vs-

The State of West Bengal & Ors.

Mr. Sumitava Chakraborty,
Mr. Bratati Pramanick

....for the petitioners.

Mr. Shamim ul Bari,
Mr. Rezaul Hossain

....for the State.

Mr. Alope Kumar Ghosh,
Ms. Tanushree Dey Ganguly

....for the KMC.

1. In terms of the order dated 12th June, 2025 a report is filed by the District Magistrate & Collector, Purba Medinipur & Executive Officer, Purba Medinipur Zilla Parishad dated 20th June, 2025 and same is taken on record.
2. On perusal of the report, it appears that it was not possible for the Zilla Parishad to execute work for construction of school building following the specifications and demand made by the Headmistress of Basudevpur Kanya Gurukul, Purba Medinipur as delineated in the letter dated 1st October, 2020.
3. The issue was attempted to be resolved by holding a meeting in presence of Headmistress of the

aforesaid school on 17th December, 2021. But the Headmistress remained absent in the meeting and forwarded another letter dated 14th December, 2021 requesting concerned authority of Zilla Parishad to follow the specifications as contained in earlier letter dated 1st October, 2020.

4. In view of aforesaid situation, Additional Executive Officer, Purba Medinipur Zilla Parishad sent a letter to the Additional District Magistrate (Development), Purba Medinipur thereby requesting him to abandon the project i.e. construction of school building.
5. Based on aforesaid facts and the letter of the Additional Executive Officer, Purba Medinipur Zilla Parishad, District Authority had surrendered the allotted fund due to non-cooperation on the part of the school authority.
6. In view of aforesaid situation, no relief can be granted to the petitioner.
7. The writ petition stands dismissed.
8. However, there shall be no order as to costs.
9. Urgent photostat certified copy of this order, if applied for, be given to the parties on usual undertaking.

(Saugata Bhattacharyya, J.)