

28.07.2025
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Ct.No.7
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WPA No. 6312 of 2025

M/s. S. I. Electrical
Vs.
The West Bengal State Electricity Distribution Company
Ltd. & Ors.

Mr. Debabrata Saha Roy, Sr. Adv.
Mr. Lal Ratan Mondal
Ms. Sk. Kiran
....for the petitioner

Mr. Supriyo Chattopadhyay
Mr. Deborsi Chatterjee
.... for the WBSEDCL

The present writ petition has been filed challenging the legality and validity of the order dated 11th March, 2025, issued by the Divisional Engineer and Divisional Manager, Raghunathganj Division, West Bengal State Electricity Distribution Company Limited (WBSEDCL), whereby the petitioner's contract was terminated in terms of Office Order Nos. 16 and 17, both dated 15th May, 2018.

Additionally, the petitioner seeks issuance of a writ in the nature of *certiorari* for quashing the order of termination dated 11th March, 2025. The petitioner further prays for a writ in the nature of *mandamus*, directing the respondents to release the outstanding dues payable to the petitioner in respect of the services rendered by him to WBSEDCL.

Mr. Saha Roy, learned Senior Advocate appearing on behalf of the petitioner, submits that the petitioner had inadvertently submitted certain challans showing payment of the employer's contribution towards the provident fund accounts of the employees engaged by the petitioner.

In his usual fairness, Mr. Saha Roy candidly admits that the documents initially submitted did not accurately reflect the true state of affairs. Although the challans indicated that the payments were made on 9th December, 2025, the actual date of payment was, in fact, 8th January, 2025. Subsequently, the petitioner placed the correct documents evidencing the said payment before the competent authority for due consideration.

Mr. Saha Roy further submits that there can be no dispute with regard to the fact that the petitioner has duly deposited the employer's contribution towards the provident fund in respect of its employees and has also paid all other admissible dues to them. Nevertheless, despite compliance with these obligations, the petitioner's contract has been terminated by the respondents, and certain amounts payable to the petitioner for the services rendered to WBSEDCL have been arbitrarily withheld.

He also submits that the petitioner would be satisfied if the present writ petition is disposed of with a

direction upon the concerned respondents to release all outstanding dues payable to the petitioner. Furthermore, he prays for a direction upon the respondents not to refuse issuance of future work orders in favour of the petitioner or deny assignment of work on the sole ground of the petitioner's inadvertent submission of incorrect challans showing payment of the employer's contribution towards the provident fund on 9.12.2024, or on the allegation of non-payment of admissible dues to its employees.

In response, Mr. Chattopadhyay, learned Advocate appearing on behalf of WBSEDCL, submits that, as per his specific instructions, all payments due to the petitioner have already been made. However, in his usual fairness, he submits that in the event any amount is still outstanding, the petitioner may be at liberty to make an appropriate application to the competent authority. Upon receipt of such application, the same shall be considered in accordance with law, and if, upon due enquiry, it is found that any amount is still payable to the petitioner, the same shall be disbursed without delay.

In response to my queries, Mr. Chattopadhyay, learned Advocate, submits that the petitioner has not been blacklisted or debarred from receiving any work order from WBSEDCL in the future.

Heard the learned Advocates representing the respective parties and perused the materials on record.

Undoubtedly, the petitioner is an enlisted contractor, and certain work orders were issued in his favour pursuant to Office Order Nos. 16 and 17, both dated 15th May, 2018. The petitioner admittedly submitted certain documents to WBSEDCL containing erroneous data. It is, however, not disputed that the petitioner has deposited the employer's contribution towards the provident fund on 8.1.2025, and the petitioner asserts that all wages and arrears of wages have been duly paid to its employees.

It is also an admitted position that the order under challenge in the present writ petition terminated the petitioner's contract issued pursuant to Office Order Nos. 16 and 17, both dated 15th May, 2018. However, the said order neither indicated that the petitioner has been blacklisted nor that his enlistment has been cancelled.

Taking note of the submissions made on behalf of WBSEDCL and a bare perusal of the order under challenge in the writ petition, which suggests that although the petitioner's contract was terminated, he has neither been blacklisted nor had his enlistment cancelled, it is observed that there can be no impediment to WBSEDCL in issuing a work order or assigning any contract to the petitioner in the future.

The petitioner shall be at liberty to submit a fresh application, clearly specifying the amount or amounts, if any, that remain payable to her.

If such an application is received from the petitioner, the same shall be considered in accordance with law. If the concerned authority finds that the petitioner's application has merit, appropriate follow-up action shall be taken, including the payment of outstanding dues to the petitioner.

Needless to state, if such application is found to lack merit, a reasoned order shall be passed and communicated to the petitioner.

Entire exercise shall be completed within a period of eight weeks from the date of receipt of a copy of this order.

There shall be no order as to costs.

(Partha Sarathi Chatterjee, J.)