

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
APPELLATE SIDE

Present:

The Hon'ble Justice Shampa Dutt (Paul)

WPA 5413 of 2018

**Himalay Transworld represented by its Chief Executive Officer, Smt.
Gouri Dutta Gupta
Vs
The Kolkata Metropolitan Development Authority & Ors.**

For the Petitioner : Mr. Debapriya Gupta,
Ms. Sana Khatoon.

For the Respondent nos. 1 to 4 : Mr. Satyajit Talukdar,
Mr. Arindam Chatterjee.

Hearing concluded on : 11.08.2025

Judgment on : 22.08.2025

Shampa Dutt (Paul), J.:

1. The writ application has been preferred praying for direction upon the respondent authorities to make payment of all outstanding dues of the petitioner.
2. The writ petitioner has also prayed for refund of proportionate accumulated security deposit of the petitioner in terms of provisions of Clause 17 of KMDA Form I and to make payment of GST @ 12% in respect of all bills of the petitioner paid after introduction/implementation of GST w.e.f. 01.07.2017.

3. The petitioner's case is that on the basis of an agreement/contract, online tenders were invited by KMDA in KMDA Form I on or about 20.09.2016 by its NIT No: T-02/EE/MD-III/E&M/KMDA of 2016-17 for further operation and maintenance of RWPS & CWPS for a period of 12 (twelve) months.
4. The petitioner being successful in the bid was issued work order by which it was directed to execute agreements for both the said works with KMDA, in KMDA Form I and to commence the same for a period of 12 (twelve) months on and from 01.11.2016 till 31.10.2017 subject to further extension of tenure as provided for in the NIT.
5. The petitioner commenced the works from 01.11.2016 and as KMDA awarded the same on firm rates, she engaged hired contract labourers for the duration of said works on firm daily wage rates mutually agreed upon on 'no work no pay basis' and she undertook to pay statutory bonus @ 8.33% (eight point three percent) pro-rated monthly.
6. It is submitted by the petitioner that due payment was made by the respondent KMDA up to June, 2017 and **the payment for the period from July 2017 to October 2017 is pending.** The respondent KMDA has kept the same pending on the representation filed by the workers who claimed that they were not paid the invited minimum wage. It is claimed by the KMDA in its report submitted in the form of affidavit that as the said conduct of the writ petitioner was in violation of the terms and conditions and indemnity bond provided by the petitioner, the petitioner had no other option but to keep the dues outstanding.

7. On hearing the learned counsels for the parties and on considering the materials on record, it appears from the Government notification dated 05.06.2017 annexed at page 61 of the report in the form of affidavit filed by KMDA that the minimum wages of a semi-skilled workers within Zone-A is Rs.8238/- per month and the same is to be divided by 26 to get the amount to which the worker is entitled per day.
8. **In the present case**, from the wage sheets filed, it appears that the petitioner has paid Rs.309.78 to the said workers as daily wages. But the amount which was to be paid by the writ petitioner to the workers as daily wages was Rs. $8238 \div 26 = \text{Rs.}316.84$ (Rupees three hundred and seventeen approximately).
9. Thus, there is a short fall of approximately Rs.7/- per day in respect of the daily wages paid to the workers. As such, there has been clear violation of the terms and conditions of the agreement between the parties and this Court finds no irregularity in the conduct of the respondent/ KMDA in withholding the payment of the writ petitioner.
10. The learned counsel for the writ petitioner submits that they are ready and willing to pay the difference amount to all the workers which may be assessed by the KMDA and pray that their outstanding dues be released, after the difference in wages are paid/cleared by the writ petitioner. The submission of the learned counsel for the writ petitioner appears to be reasonable.
11. Accordingly, the parties are directed to decide as to what is the outstanding difference in wages due to the workers towards their minimum wages which on being assessed shall be paid by the writ

petitioner within 30 days thereafter and on payment of such outstanding dues along with interest, if any, the respondent KMDA shall release the payments of the writ petitioner to which they are entitled in accordance with law, within 30 days thereafter.

12. WPA 5413 of 2018 stands disposed of.

13. All connected applications, if any, stand disposed of.

14. Interim order, if any, stands vacated.

15. Urgent Photostat certified copy of this judgment, if applied for, be supplied to the parties expeditiously after due compliance.

(Shampa Dutt (Paul), J.)