

02.08.2025
Sl. No.17
Ct. No.42
ss

**IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION
APPELLATE SIDE**

W.P.A. No. 11465 of 2025

Sk. Abul Hosen

Versus

The State of West Bengal & Ors.

Mr. Tapash Kr. Mondal
Mr. Partha Sarathi Basu
... for the petitioner

Mr. Uttam Kr. Bhattacharyya
...for the respondent-
Purba Medinipur Zilla Parishad.

Mr. Krishnapada Pal
Mr. Kousik Karmakar
... for the respondent no.6

Affidavit of service and supplementary affidavit filed
on behalf of the petitioner are taken on record.

On the prayer of the learned Advocate for the
petitioner leave is granted to correct the name of the
respondent no.6.

By the present writ petition the petitioner seeks
direction upon the respondent authorities particularly,
respondent nos.2 to 5 to allow the petitioner to deposit the
entire bid amount in terms of the e-Auction notification
dated 20th February, 2025.

The petitioner contends that he participated in the
bid in respect of e-Auction notification being no.17/e-
Auction/Ferry/PMZP/2025 dated 20th February, 2025
pertaining to *Talpati Kakdwip via Kachuberia Ferry Ghat.*

The petitioner was the second highest bidder. The first highest bidder is the respondent no.6. namely, One Nine Trading and Contracting Establishment. The respondent no.6 failed to deposit the entire bid amount within 10 days as stipulated in the notice inviting the bid. The petitioner, being the second highest bidder, ought to have given an opportunity to deposit the entire bid amount. However, respondent, Purba Medinipur Zilla Parishad chose to give opportunity to the respondent no.6 to for deposit of the bid amount by way of instalment, which is impermissible as per clauses of the notification. Challenging such action of the Purba Medinipur Zilla Parishad, respondent nos.2 to 5, the present writ petition has been filed.

Mr. Tapash Kr. Mondal, learned Advocate for the petitioner submits that as per the notification dated 20th February, 2025, annexure P1 under “*gurutyapurna nirdeshabali*”, the highest bidder has to deposit the entire bid amount within 10 days, failing which the second highest bidder will be given opportunity. He further indicates that the bid amount should not be allowed to be deposited by way of instalment. The process adopted by the Purba Medinipur Zilla Parishad asking the highest bidder i.e. respondent no.6 to deposit remaining amount of Rs.28,05,000/- by way of instalment is impermissible. He informs the Court that the petitioner is willing to deposit the entire bid amount within the stipulated period, if such liberty is given to the petitioner.

On the contrary, Mr. Uttam Kr. Bhattacharya, learned Advocate for respondent nos. 2 to 5, Purba Medinipur Zilla Parishad conceding that the respondent no.6 failed to deposit the remaining amount within the stipulated period, submits that the practice of providing instalment to the lessee to deposit the bid amount is in vogue since long and the petitioner, herein, on previous occasion has availed the benefit of such practice. He seeks for dismissal of the writ petition. He files report dated 30th July, 2025 of respondent no.4, Secretary, Purba Medinipur Zilla Parishad, which is taken on record.

Mr. Krishnapada Pal, learned Advocate for the respondent no.6 submits that on being asked by the Purba Medinipur Zilla Parishad to deposit the remaining amount by way of instalment, the respondent no.6 has deposited the instalment amount to the concerned Zilla Parishad. As such, there is no illegality in grant of lease in favour of respondent no.6. He also seeks for dismissal of the writ petition.

As per the report submitted by the respondent- Purba Medinipur Zilla Parishad, the respondent no.6 failed to deposit the entire bid amount within the stipulated period in respect of the notice inviting e-Auction notification being no.17/e-Auction/Ferry/PMZP/2025 dated 20th February, 2025. Thus, there cannot be any quarrel that the entire bid amount was not deposited by respondent no.6 as per requirement. The said notification provides for a period of 10 days to deposit the entire bid

amount and in the event such amount is not deposited within the stipulated period, the second bidder will be given opportunity to have the lease in his favour. Without adhering to the clauses of the e-Auction notification, the respondent nos. 2 to 5, Purba Medinipur Zilla Parishad has granted opportunity to respondent no.6 to pay the bid amount by way of instalment which is impermissible. Admittedly, the petitioner is the second highest bidder as per annexure P3 of the writ petition.

In view of the above, the lease granted to respondent no.6, One Nine Trading and Contracting Establishment is hereby cancelled.

The writ petition being **WPA 11465 of 2025** is disposed of directing respondent no.4, Secretary, Purba Medinipur Zilla Parishad to issue letter to the petitioner, within a period of two weeks from date of communication of this order, giving him opportunity to deposit the entire bid amount within the stipulated period from the date of receipt of such letter. In the event such deposit is made, the lease in favour of the petitioner will take effect for a period of one year from the date of such deposit. Failing to deposit the said bid amount by the petitioner within the stipulated period, respondent-Purba Medinipur Zilla Parishad shall be at liberty to call for fresh e-Auction in respect of the subject *ferry ghat*. Respondent no.4, Secretary, Purba Medinipur Zilla Parishad is directed to refund the amount deposited by the respondent no.6, after

making necessary deductions, if any, within a period of two weeks from date of communication of this order.

Learned advocate for the petitioner as well as respondent no.6 is directed to communicate this order to respondent no.4, Secretary, Purba Medinipur Zilla Parishad.

Interim order, if any, stands vacated.

All connected applications, if any, stand disposed of.

There shall be no order as to costs.

All concerned parties shall act in terms of the copy of the order duly downloaded from the official website of this Court.

Urgent Photostat certified copy of the order, if applied for, be given to the parties on compliance of all necessary legal formalities.

(Bivas Pattanayak, J.)