

13.03.2025  
Sl. No. 357.  
D/L.  
**Mithun**  
Ct.No.39.

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

**WPA 13084 of 2023**

**Buddhiswar Halder  
Vs.  
The State of West Bengal & Ors.**

Mr. Pankaj Halder,  
Mr. Bidish Ghosh,  
Mr. Tapas Kumar Manna,  
Mr. Neelabha Bera,  
Mr. Bodhidipta Mondal

...for the petitioner

Mr. Gazi Faruque Hossain,  
Ms. Varsha Roy

...for respondent no.6.

Mr. Ashim Kumar Ganguly,  
Mr. Bellal Shaikh

...for the State-respondent.

This writ petition has been filed for claim of Rs.10,99,208/- against supply of materials by the petitioner to the Gram Panchayats under Mathurapur-II Panchayat Samity.

In the report dated 29<sup>th</sup> November, 2024 filed by the respondent no.4, Block Development Officer, Mathurapur-II, an admitted amount of Rs.8,80,173.70/- is found to be payable to the petitioner.

On the previous date, Mr. Ashim Kr. Ganguly, learned Additional Government Pleader appearing on behalf of the State-respondents submitted that the writ petition is not maintainable since prayer has been made

claiming certain amount of alleged unpaid dues. The proper recourse of the petitioner for recovery of money is to file a regular suit before the Civil Court. In support of his contention he relied on a decision of the Hon'ble Supreme Court in ***Director of Agriculture & ors. – versus- M.V. Ramachandran***, reported in **2023 LiveLaw (SC) 220**. However, during the course of hearing, he sought accommodation to take proper instruction regarding release of the admitted claim of the petitioner.

In compliance to aforesaid, learned Advocate for the State-respondents files a report dated 7<sup>th</sup> March, 2025 of the Block Development Officer, Mathurapur-II Development Block, which is taken on record.

It is found from the aforesaid report that the Block Development Officer is not in a position to inform any tentative date for payment to the applicant.

However, one cannot be oblivious to the fact that such admitted amount has remained unpaid since the year 2021.

Mr. Pankaj Halder, learned Advocate for the petitioner, on the contrary relying on the decisions of Hon'ble Supreme Court in ***ABL International Ltd. & anr. -versus- Export Credit Guarantee Corporation of India Ltd. & Ors.*** and in ***M/s. Utkal Highways Engineers and Contractors -versus- Chief General Manager & Ors.***, reported in **2025 LiveLaw (SC) 63**

had submitted that the Writ Court can entertain the writ petition with regard to the admitted claim.

In view of such submission, it is to be examined whether the present writ petition with a prayer for money claim can be entertained in a writ jurisdiction.

In *ABL International Ltd (supra)*, the Hon'ble Supreme Court held as follows:-

*"28. Therefore, this objection must also fail because in a given case it is open to the writ court to give such monetary relief also.*

*29. From the above discussion of ours, following legal principles emerge as to the maintainability of a writ petition:-*

*(a) In an appropriate case, a writ petition as against a State or an instrumentality of a State arising out of a contractual obligation is maintainable.*

*(b) Merely because some disputed questions of facts arise for consideration, same cannot be a ground to refuse to entertain a writ petition in all cases as a matter of rule.*

*(c ) A writ petition involving a consequential relief of monetary claim is also maintainable."*

Further in *M/s Utkal Highways Engineers and Contractors (Supra)*, the Hon'ble Supreme Court held as follows:-

*"8. Be that as it may, the High Court has not dealt with the merits of the writ petition. Moreover, it is not an inviolable rule that no money claim can be adjudicated upon in exercise of writ jurisdiction. Non-payment of admitted dues, inter alia, may be considered an arbitrary action on the part of respondents and for claiming the same, a writ petition may lie. Further, throwing a writ petition on ground of availability of alternative remedy after 10 years, particularly, when parties have exchanged their affidavits, is not the correct course unless there are disputed questions of fact which by their very nature cannot be adjudicated upon without recording formal evidence."*

As far as the decision in the *Director of Agriculture (supra)* is concerned, it is found that a civil suit was filed by the claimant for recovery of the money claim which was dismissed for default. Thus, the facts involved in the said case are distinguishable from the case at hand.

Bearing in mind the proposition laid down in *ABL International Ltd (supra)* and in *M/s Utkal Highways Engineers and Contractors (Supra)*, a writ petition can be entertained so far as the non-payment of admitted dues are concerned.

Mr. Halder, learned advocate for the petitioner argues that as the payment is due since 2021, the admitted amount should carry interest at the prevalent banking rate. To buttress his aforesaid contention, he relies on the decision of this Court passed in ***Imran Enterprise & Anr. -versus- The State of West Bengal & Ors.*** which is upheld by the Hon'ble Division Bench in MAT 1081 of 2024.

Since the amount has been lying unpaid for a considerable period, this Court finds substance in the submission of the learned advocate for the petitioner relying on the above decision.

Admittedly, the amount is due since 13<sup>th</sup> July, 2021.

In light of the aforesaid, the District Magistrate, South 24-Parganas, respondent no.2, is directed to take steps to disburse the admitted amount of Rs.8,80,173.70/- to the petitioner within a period of three months from date of communication of this order together with interest @ 6% per annum from the date of approval, i.e., 13<sup>th</sup> July, 2021 till actual payment.

Learned advocate for the petitioner is directed to communicate this order to the District Magistrate, South 24-Parganas, respondent no.2 for necessary compliance.

With the above observation, the writ petition being **WPA 13084 of 2023** stands disposed of.

All connected applications, if any, stand disposed of.

There will be, however, no order as to costs.

Interim order, if any, stands vacated.

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 this order, if applied for, be supplied to the parties subject to compliance with all requisite formalities.

**(Bivas Pattanayak, J.)**