

AD-17&18
Ct No.10
11.07.2025
TN

CPAN 1419 of 2024
in
WPA 22050 of 2023

Sharat Polly Ma O Sishurkalyan Samiti and another
Vs.
Ms. Jameel Fatima Zeba and others

With

RVW 136 of 2025
IA No: CAN 1 of 2025
CAN 2 of 2025

The State of West Bengal Department and Rural
Development and others
Vs.
Sharatpolly Ma O Sishur Kalyan Samiti and another

Mr. Sayan Banerjee

.... for the petitioners

Mr. Nilotpal Chatterjee,
Mr. Amritlal Chatterjee

....for the alleged contemnors in
CPAN 1419 of 2024 and
for the applicants in RVW 136 of 2025

1. Heard learned counsel for the parties on the review application as well as the contempt application.
2. The affidavits filed today be kept on record.
3. Learned counsel appearing on behalf of the alleged contemnors/review applicants submits that although the respondent-authorities were represented at the time of hearing of WPA 22050 of 2023, in which the order under contempt dated February 22, 2024 was passed, directing an amount to the tune of Rs.38,50,000/- to be paid by the respondent-

authorities to the petitioners in lieu of work done by the petitioners under the IHHL Scheme, there was communication gap on the part of the respondent-authorities and due to lack of availability of relevant documents at that juncture, all the facts pertaining to the case could not be brought to the notice of the Court.

4. Learned counsel places particular reliance on the annexures to the affidavit-in-opposition filed by the alleged contemnor no.1 to the contempt application, among which is a letter dated March 07, 2023 signed by one Manotosh Chakraborty, the Secretary of the petitioner, where it has been categorically mentioned by the said representative of the petitioner that in terms of the order of this Court, the petitioner gets the entire amount of dues in full and final settlement of the claim and shall not have any further grievance or financial claim in that regard.
5. Learned counsel also places reliance on an order of financial sanction issued on behalf of the Malda Zilla Parishad, Malda by the Additional District Magistrate (Zilla Parishad), Malda, where it has been stated that the amount of Rs. 19,30,000/- was being paid in final settlement of the claim of the petitioners.
6. Learned counsel submits that although there is a difference between the quantum directed to be paid by this Court and the sum actually paid to the

petitioners, there is a reason why the petitioners acknowledged receipt of the same in full and final settlement of their claim.

7. By way of such reason, learned counsel places reliance on all the annexures to the affidavit-in-opposition of the alleged contemnor no.1 to the contempt application, which comprise of several memos and orders which go on to show that the petitioners had received part payment of the amount directed by this Court previously.
8. Among the said annexures, I also find copies of the bank statements of the petitioners' accounts, which go on to show that several sums were credited to the accounts of the petitioners for the work done.
9. It is submitted that not only were such receipts suppressed by the petitioners at the time of disposal of the writ petition, the petitioners had also suppressed other germane facts which will be evident from paragraph no. 6 of the order under contempt dated February 22, 2024, where this Court had categorically recorded that, being confronted with certain averments in the report of the respondents, the petitioners had waived some of the claims on their purported bills.
10. It is, thus, submitted that the alleged contemnors ought not to be castigated for being cautious about double payment of public money. Learned counsel

submits candidly that although, technically speaking, the documents-in-question now sought to be brought on record could have been within the knowledge of the respondent-authorities, fact remains that due to communication gap and certain amount of *bona fide* irresponsibility on the part of the respondents in the writ petition, the appropriate documents could not be produced before this Court at the relevant juncture, when the writ petition was disposed of.

11. Learned counsel appearing for the petitioners, placing reliance on the petitioners' affidavit-in-reply to the affidavit-in-opposition of the alleged contemnor no.1, submits that the petitioner was made to sign on a blank letter-head of the petitioners.
12. In paragraph no. 5 of the said reply, it has been stated that on the date of the payment, the alleged contemnor asked for a letter-head with the signature of the petitioner and as the petitioner had a relationship of about one decade with the alleged contemnors, in good faith, the petitioners had handed over the letter-head to the alleged contemnors, which was printed thereafter "probably" from the office of the alleged contemnors in the absence of the petitioners which, according to the petitioners, amounts to fraud on the part of the alleged contemnors.

13. In the said paragraph, the petitioners further state that the order dated February 22, 2024 passed by this Court was communicated to the alleged contemnors only on March 07, 2024 but the day before, they had already taken a decision by making up their mind to pay only Rs. 19,30,000/-. Thus, the order of the Additional District Magistrate, Malda shows that in spite of having the order of this Court, the alleged contemnors would fully disobey the same.
14. Learned counsel for the petitioners further argues that in the garb of taking a decision on the amount payable to the petitioners, which is at variance with the direction of this Court, the alleged contemnors sought to arrogate himself to the position of an Appellate Bench over the order of this Court. It is thus submitted that due to such fraudulent act on the part of the alleged contemnors, the alleged contemnors ought to be punished.
15. On a careful perusal of the affidavit-in-reply of the petitioners to the affidavit-in-opposition of the alleged contemnor no.1, this Court does not find any categorical reply to the plethora of memoranda, office orders and bank statements of the petitioners, showing previous payments to the petitioners, which have been annexed to the said affidavit-in-opposition.
16. The first ground on which the petitioners have challenged the previous receipt of payments is that

the signature of the petitioner was allegedly obtained on a letter-head of the petitioner, which was given in blind faith with a signature of the Secretary of the petitioner no.1, who has also affirmed the present affidavit-in-reply, in view of the purported long-standing relationship of more than one decade of the petitioners with the Gazole Development Block, Malda.

17. However, such allegation cannot be accepted. The “good relationship” of over a decade could not have been a guiding criterion for the petitioners to be so naïve and innocent as to hand over a blank letter-head of the petitioner-concern, that too with the signature of the Secretary of the petitioner-concern on it, who has also affirmed the present affidavit-in-reply.
18. Such conduct on the part of the Secretary of the petitioner no.1, which is a concern which has been in the business of construction for quite some time, is not credible. Being engaged in commercial transactions for a considerable period of time, it cannot be said that the Secretary of the petitioner was so artless that he had signed on a blank paper, that too on the letter-head of the petitioner to a person against whom not only a writ petition was filed for non-payment of dues of the petitioners and an order obtained from this Court, but subsequently

a contempt application has been filed by the petitioners themselves, which was still pending and may theoretically culminate in imprisonment and/or penalty being imposed on the alleged contemnors. Such sour relational eco-system between the parties is not at all congenial to a good relationship of over a decade as claimed by the petitioners.

19. It is also rather unbelievable that the petitioner no.1's Secretary, who is the deponent in the present affidavit-in-reply, had handed over a letter-head of the petitioner for the asking, that too, a blank letter-head with his signature on it in blind faith, to the alleged contemnors in the midst of pendency of the hotly contested contempt application.
20. Thus, the story sought to be concocted in the reply is not only flimsy but can be seen through easily and is not accepted.
21. Furthermore, the mere fact that the letter might have been printed in the office of the alleged contemnors does not take away anything from the validity of the same, since it would be in consonance with the natural course of business when the dues of the petitioner were being paid in the office of the alleged contemnors. The signature of the Secretary of the petitioner no. 1 on the acknowledgment dated March 07, 2023 is not disputed by the petitioners even during hearing.

22. Not only that, the same was issued in the letter-head of the petitioner no. 1 and, as such, there cannot be any manner of doubt that the contempt application has been filed *mala fide*, despite the petitioners having already accepted the due amounts of the petitioners in full and final settlement of their claim.
23. The petitioners have sought to portray before the Court that the order of this Court was communicated only on March 07, 2024, whereas the decision to pay a lesser amount than that directed by this Court was taken a day prior thereto, which allegedly casts suspicion on the alleged contemnors. However, such claim is also frivolous, since the order dated February 22, 2024 was passed in the presence of the respondent-authorities and the alleged contemnors were very well aware of the order from the date of its passing. Thus, the communication of the said order to the alleged contemnors on March 07, 2024 is not germane and nothing hinges on the same.
24. Insofar as the order dated February 22, 2024 is concerned, learned counsel for the alleged contemnors is justified in pointing out that in the said order itself it was recorded that even though the petitioners' initial stand was that the payments could not have been made prior to 2014, as the work orders were issued in 2014, subsequently it was conceded by learned counsel for the petitioners, *upon*

being confronted with the question of the respondents that the bills raised after 2014 also covered work done in previous periods before 2014, (Italics supplied) that his clients were willing to waive the claim relating to the portion of the bills raised by the petitioners for the period prior to 2014.

25. The Court further recorded in the said order that although the petitioners were waiving some of the claims *after being confronted with the averments in the report of the respondents, the petitioners should have come at the inception with a proper claim with regard to the SBM scheme, clearly disclosing which portion of the bills had previously been paid to them under the SBM scheme (Italics supplied).* It was recorded that it appeared from the report filed by the respondent nos. 4 and 6 that there were undisclosed previous payments made by the respondents, which had not been clearly stated in the writ petition. On such ground, a part of the relief sought by the petitioners was, in fact, turned down by this Court.
26. The amount of Rs. 38,50,000/- which was directed to be paid was on the finding that there was no substantial dispute raised by the respondents on such count.
27. However, in the said order, it is not reflected that this Court had actually scrutinized the bills vis-à-vis the work orders for granting such amount. The amount

was directed to be paid merely on the premise of the doctrine of *non-traverse*, since there was no dispute raised at that juncture by the respondents.

28. The premise of the said order is diluted by subsequent discovery and disclosure before the Court of several memos and the relevant extracts from the bank statements of the petitioners which show that a part of the amount directed by this Court was already received by the petitioners. Such fact is further strengthened by the petitioner's acknowledgement in its letter dated March 07, 2023, admittedly signed by the Secretary of the petitioner-concern, where it has been unambiguously stated that the petitioners were receiving the entire amount in full and final settlement of the amount directed by this Court and would not have any further grievance in that regard. Although the veracity of the said acknowledgment is challenged *post facto*, no particulars or details of fraud have been pleaded, as required under Order VI Rule 4 of the Code of Civil Procedure, the principles of which may be borrowed in writ petitions as well.
29. The subsequent annexure to the affidavit-in-opposition of the alleged contemnor no.1 also discloses the release order of the said amount on March 06, 2023.

30. Hence, taken in appropriate context, it is clear that the order of this Court dated February 22, 2024 did not take into account the previous receipts by the petitioners of part of the payment due to them.
31. Since such documents have been discovered subsequently and brought to the notice of the Court by way of the review application, the same falls broadly within the category of discovery of new matter within the contemplation of Order XLVII of the Code of Civil Procedure.
32. As such, RVW 136 of 2025 is allowed on contest, thereby modifying the order dated February 22, 2024 passed in WPA 22050 of 2023 to the extent that the respondents are directed to pay an amount of Rs. 19,30,000/- to the petitioners.
33. Consequentially, CAN 1 of 2025 and CAN 2 of 2025 are disposed of as well.
34. There will be no order as to costs.
35. In view of the above observations, it is found that not only does the parent order, which was the premise of the contempt application, stand modified to the above extent, the very premise of the contempt application is suspect, since the petitioner, despite having acknowledged in writing in its own letter-head the receipt of its dues from the alleged contemnors in full and final settlement of its claims, filed the contempt application without any reason whatsoever.

36. Thus, the contempt application, from the inception, is found to have been *mala fide* and ought not to have been entertained at the outset. Even otherwise, in view of the modified amount in terms of the above order having already been paid, no contempt exists in the eye of law.
37. Accordingly, CPAN 1419 of 2024 is dismissed on contest without, however, any order as to costs.

(Sabyasachi Bhattacharyya, J.)