

**IN THE HIGH COURT AT CALCUTTA
CIVIL APPELLATE JURISDICTION
APPELLATE SIDE**

Present:

The Hon'ble Justice Debangsu Basak

And

The Hon'ble Justice Md. Shabbar Rashidi

M.A.T. 1638 of 2025

Madhumita Construction Pvt. Ltd. & Anr.

vs.

**Public Works Department,
Government of West Bengal & Ors.**

With

CAN 1 of 2025

For the Appellants

**: Mr. Soumya Majumder, Sr. Adv.,
Mr. T. Goneriwalla
Ms. Sanjukta Datta
Mr. Anil Kumar Dhar
Mr. Debabrata Das
Mr. Arunabha Sarkar**

For the State

**: Mr. Ansar Mondal, A.G.P.,
Ms. Somashree Dey**

Heard & Judgment on

: September 24, 2025

Debangsu Basak, J.:-

1. The appeal is at the behest of the writ petitioner and directed against an order dated September 11, 2025 passed in W.P.A. 16315 of 2025 with CAN 1 of 2025.

2. Learned senior advocate appearing for the appellants submits that the appellants and the State entered into a contract for construction of a G+7 structure which was subsequently changed to G+2 albeit a higher value.
3. Learned senior advocate appearing for the appellants draws the attention of the Court to the first show-cause notice dated June 20, 2025 and the reply thereto as also the decision taken with regard therein. He draws the attention of the Court to the second show-cause notice dated July 9, 2025, the reply thereto and the decision taken therein. He next draws the attention of the Court to the writing dated July 18, 2025. He submits that the payment of the work done was withheld. He draws the attention of the Court to the proposal for honourable exit contained in the writing dated July 4, 2025. So far as the proposal of the appellants for an honourable exit is concerned, the authorities are silent claiming that no such proposal was received by the respondents.
4. Learned senior advocate appearing for the appellants submits that there was no cause for cancellation of the contract. The appellants completed 80% of the work. The appellants were prevented by just and sufficient causes in completing the contract within the stipulated time given the climatic conditions prevailing. He also draws the attention of the Court to

the fact that the subsequent tender was for a G+2 structure *albeit* a much higher price than G+7 structure originally awarded to the appellants.

5. Learned advocate appearing for the State submits that appellants did not adhere to the time schedule in terms of the contract despite repeated requests. He contends that appellants completed only 15% of the allotted work and, therefore, the authorities were constrained to cancel the contract after giving sufficient opportunity of hearing by issuing the two show-cause notices. He submits that, the authorities took a stand which is plausible.
6. Issues with regard to written contract regarding construction are involved. On one side of the spectrum is the contention of the appellants that acted in terms of the contract and were prevented by just and sufficient causes from completing the contract within the time stipulated while on the other side of the spectrum is the alleged apathetic conduct of the appellants in executing the contract.
7. At the very least considering the two ends of the spectrum as noted in the preceding paragraphs involve disputed questions of facts which Writ Courts are loathe to enter into.
8. In the facts and circumstances of the present case, there was a contract between the appellants and the respondents under which the appellants

were obliged to construct a G+7 structure within a stipulated time. Apparently, there is a failure on the part of the appellants in completing the contract within the time stipulated.

9. Two show-cause notices were issued. Both the show-cause notices were replied to by the appellants. The show-cause notices and replies were considered by the authorities and they communicated their decision in writing to the appellants.
10. Sum and substance of the decision taken by the authorities with regard to the show-cause notices is that the contract between the appellants and the respondents stands rescinded.
11. Thereafter, the respondents proceeded to undertake a fresh tender process which is yet to be finalized.
12. Appellants approached the respondents by a writing dated July 4, 2025 for an honourable settlement of the pending disputes.
13. Although we are not minded to interfere with the order impugned and the decision of the learned Single Judge, that disputed questions of fact are involved and therefore, the writ petition was not maintainable, nonetheless we request the authorities to consider and decide on the contents of the letter dated July 4, 2025 by passing a reasoned order

thereon. The authorities will communicate their reasoned order to the appellants within three weeks from date.

14. M.A.T. 1638 of 2025 and the connected application being CAN 1 of 2025 are disposed of without any order as to costs.

(Debangsu Basak, J.)

15. I agree

S.D.

(Md. Shabbar Rashidi, J.)