

February 13, 2025
Sl. No. 16
Court No.551
s.biswas

WPA 24705 of 2017

Sattam Biswas
vs.
The Union of India and others

Mr. Saibal Acharyya
Mr. Dwarikanath Mukherjee
Mr. Sankar Halder

... for the petitioner

Mr. Saikat Basu

... for the respondent nos.2 & 3

1. The affidavit-in-reply as filed on behalf of the writ petitioner is taken on record.
2. By filing the instant writ petition the writ petitioner has prayed for issuance of appropriate writ or writs against the respondent authorities, more specifically against the respondent nos.2 and 3 for releasing the sale price of jute as has been sold to them by the writ petitioner on 27.03.2017. In course of hearing, Mr. Acharyya, learned advocate duly assisted by Mr. Mukherjee, learned advocate for the writ petitioner, at the very outset draws attention of this court to page nos.12 to 15 of the instant writ petition being the photocopies of the vouchers showing delivery of jute to the respondent authorities. Drawing attention to page nos.16 to 19 of the instant writ petition, being photocopies of four cheques all dated 08.04.2017, it has been submitted by Mr. Acharyya that pursuant to a call from the respondent authorities the writ petitioner went to

the office of the respondent no.3 who has handed over the said four cheques for Rs.45,300/-, Rs.83,040/-, Rs.81,984/- and Rs.84,485/- to the writ petitioner. It has been further submitted by Mr. Acharyya that on receipt of the cheques it has been noticed by the writ petitioner that out of the two signatories of the said cheques one signatory had put his signature while the other signatory to the said cheques did not put his signature.

3. It is the further case of the writ petitioner that thereafter the writ petitioner moved from pillar to post for getting the signature of the other signatory of the said cheques but for the reasons best known to him, the other signatory to the said four cheques did not put his signatures on the said four cheques, for which said four cheques could never be presented with the banker of the writ petitioner for encashment.
4. Drawing attention to page nos.20 to 22 of the instant writ petition, Mr. Acharyya submits further that grievance of the writ petitioner was brought to the notice of the respondent authorities in writing. However, the respondent authorities sat tight over the matter and did nothing for disbursal of the consideration money of the writ petitioner.

5. In his next limb of submission, it has been submitted by Mr. Acharyya that in paragraph nos.10, 13 and 15 of the affidavit-in-opposition, the respondent authorities had not specifically denied that they had purchased the jute as claimed by the writ petitioner and it was also not specifically stated that vouchers as annexed with the instant writ petition are either fake or not genuine. Mr. Acharyya thus submits that it is a fit case for allowing the writ petitioner.
6. Per contra, Mr. Basu, learned advocate appearing on behalf of the respondent authorities, also places reliance upon paragraph nos.10, 13 and 15 of the affidavit-in-opposition as affirmed on 5th August, 2024. It has been submitted by Mr. Basu that it is the specific case of the respondents that one of the signatories of the said four cheques at his own unilaterally put his signatures on the said cheques for which he faced disciplinary action.
7. It is further contended by Mr. Basu that it is the further case of the respondent authorities that purchase memos as annexed to the writ petition did not tally with the record of the respondent authorities and those are dubious and do not seem to be genuine. It is further contended by Mr. Basu that purchase memos which have been

relied upon are not genuine, as stated in paragraph 13 of the affidavit-in-opposition.

8. It is further submitted by Mr. Basu that on comparative study of the purchase records as maintained by the respondent authorities, it reveals at that material point of time, purchase vouchers bearing different serial numbers were being used by the respondent nos.2 and 3.
9. On careful consideration of the materials as have been placed before this court and upon hearing the learned advocates for the parties, it reveals to this court that it is the case of the writ petitioner that several quantities of jute were supplied to the respondent authorities which have been purchased by the respondent authorities vide purchase memos which have been annexed with the writ petition at page nos.12 to 15. Materials have been placed before this court that four numbers of cheques of different denominations have been issued by the respondent authorities, though one of the signatories of the said cheques had not put his signature on the said four cheques.
10. It appears further that on 26.05.2017 and 13.07.2017 the writ petitioner took up the issue with the respondent authorities by making two separate correspondences. However, those have

not been replied to by the respondent authorities by the reasons best known to them. It further appears to this court that for the first time, that is, while filing the affidavit-in-opposition the respondent authorities have taken the plea that the purchase memos as relied upon by the writ petitioner are not genuine and it has also been contended by them that those purchase memos are dubious and do not seem to be genuine.

11. In course of his submission, Mr. Basu though placed his reliance upon paragraphs 10, 13, 15 and 16 of the affidavit-in-opposition, but on careful consideration of the same, it appears to this court that it was not the case of the respondent authorities that they have never purchased jute from the writ petitioner. In the affidavit-in-opposition, it was not specifically denied also. On the contrary, a defence has been taken that the purchase memos as maintained during the relevant year bear different serials numbers which is/are distinguishable from the purchase memos as relied upon by the writ petitioner in their writ petition.

12. From the affidavit-in-opposition as filed by the respondent authorities, this court finds no cogent explanation on the part of the respondent authorities as to what prevented them from

taking such pleas on an earlier occasion and they have ample opportunity to take such defence by answering to the written correspondence as made by the writ petitioner under cover of his letters dated 26.05.2017 and 13.07.2017.

13. It thus appears to this court that the defence taken by the respondent authorities is absolutely vague and as noted earlier, there is no specific denial on the part of the respondent authorities that either no jute was purchased from the writ petitioner or less amount of jute was purchased from the writ petitioner at the relevant point of time. In further considered of this court, non-availability of official documents for the relevant year in the office of the respondent authorities cannot be used as a shield to deny the claim of the writ petitioner especially when the respondent authorities have taken double stand in their affidavit-in-opposition once by saying that 'those purchase memos are not genuine' and again by saying 'those purchase memos do not seem to be genuine'.

14. It has also been noticed by this court that for the sake of argument even if it is accepted that the said four cheques have been mistakenly handed over to the writ petitioner by the then Regional Manager of the respondent/authorities but the

respondent/authorities more specifically respondent nos.2 and 3 made no correspondence with the writ petitioner asking him to return the said four cheques on the ground/grounds as has/have been taken in their affidavit-in-opposition.

15. Considering the circumstances as discussed hereinabove, this court finds sufficient merit in the instant writ petition.

16. Accordingly, the instant writ petition is allowed.

17. The respondent authorities are hereby directed to pay the requisite amount of consideration money to the writ petitioner on the basis of the purchased quantity of jute as mentioned in the purchase memos as has been annexed at page nos.12 to 15 of the instant writ petition at the prevailing market price as on 27.03.2017.

18. It is further directed that the entire consideration money is to be disbursed within six weeks from the date of passing of this order. It is further directed that the said consideration money which is payable by the respondent authorities shall carry simple interest at the rate of 5% per annum, which is also to be paid along with consideration money to the writ petitioner.

19. Mr. Basu, learned advocate for the respondent authorities is hereby requested to communicate

the server copy of the order to the respondent nos.2 and 3 for their immediate compliance.

20. The respondent nos.2 and 3 are directed to act on the basis of the server copy of this order.

21. Similar liberty is also granted to the learned advocate for the petitioner to communicate the server copy of this order to the respondent nos.2 and 3.

22. Urgent photostat certified copy of the order, if applied for, be given to the parties, upon usual undertakings.

(Partha Sarathi Sen, J.)