

17.06.2025
Sl. No.28
tkm

**IN THE HIGH COURT AT CALCUTTA
CIRCUIT BENCH AT JALPAIGURI**

W. P. A. 24 of 2025

[Md. Matiar Rahaman-Vs- State of West Bengal & Ors.]

Mr. S Roy
Mr. Debopriyo Karan
Mr. A Das
... .. for the petitioner
Mr. Hirak Barman
Mr. Pretom Das
... for the State

1. Affidavit of service is taken on record.
2. The petitioner has preferred the present writ petition seeking payment of arrears dues amounting to Rs. 2,87,532/- along with interest @ 12% pa. The arrears arise from a work order issued pursuant to a Tender Notice No. 02/Budget/BKP/2011-12, pertaining to the construction of a 'Group-D' quarter at Targhera Range under Gazoldoba Beat of Baikunthapur division.
3. It is the case of the petitioner that he was awarded work order dated 14.02.2012 against Tender Notice No. 02/Budget/BKP/2011-12 for construction of 'Group-D' quarter at Targhera Range under Gazoldoba Beat of Baikunthapur division. The petitioner contends that the assigned work order was duly completed and consequently a cheque bearing no. 073598 dated 30.3.2012 for an amount of Rs. 2,87,532/-.

4. The petitioner further submits that his daughter was ill and subsequently passed away on 02.07.2015. Due to the unfortunate illness and subsequent demise of his daughter along with other unavoidable personal circumstances, the petitioner was not able to encash the said cheque within the stipulated validity period, resulting in its lapse. Since then the petitioner has been making various representations to the respondent authorities. Despite submitting repeated representation before the concerned respondent authorities, the petitioner has not received any payment till date.

5. Learned counsel for the respondent submits that a report has been filed by the respondent authorities, wherein the issuance of cheque no. 073598 dated 30.3.2012 for amount of Rs 287532/- in favour of the petitioner is admitted.

6. However, he further submits that due to the introduction of a new letter of credit based payment system, the reissuance of the cheque to the petitioner has not been possible.

7. This Court is constrained to observe that the explanation advanced by the respondent authorities is wholly unsatisfactory, factually feeble, and legally indefensible. The respondents' reliance on the introduction of a new letter of credit (LOC)-based payment mechanism as a justification for

withholding the petitioner's admitted dues is entirely misplaced. Administrative or procedural changes within a governmental department cannot override or nullify an acknowledged financial liability that arises out of a completed contractual obligation. Such a stance undermines both the rule of law and the sanctity of public contracts.

8. It is an admitted position that the petitioner was awarded the work order pursuant to a valid tender, that the assigned work was duly executed to the satisfaction of the authorities, and that a cheque in the sum of Rs. 2,87,532/- was issued in his favour. The cheque itself is the clearest possible manifestation of the respondents' acknowledgment of their liability. The petitioner's inability to encash the cheque within its validity period, owing to the grievous personal tragedy of losing his daughter and other compelling circumstances, does not exonerate the respondents from reissuing the payment. On the contrary, it is expected that the State and its instrumentalities would act with compassion, responsibility, and fairness principles which appear to have been entirely forsaken in the present case.

9. The fact that more than thirteen years have elapsed since the completion of the work, without the petitioner receiving a single rupee, reflects a disturbing degree of administrative apathy and

insensitivity. The repeated representations submitted by the petitioner over the years have evidently been met with inaction and indifference. Such conduct on the part of the State not only violates the petitioner's fundamental right to property under Article 300A of the Constitution of India but also constitutes a breach of the basic tenets of fairness in administrative action. The continued failure to honour an admitted debt owed to a citizen who has discharged his part of the contract is indefensible and deserves the strongest disapproval of this Court.

10. In view of the above findings and taking into account the prolonged and unjustified denial of the petitioner's legitimate dues, this Court hereby directs the respondent authorities to release the sum of Rs. 2,87,532/- in favour of the petitioner, along with simple interest at the rate of 6% per annum, calculated from the date of the original cheque, i.e., 30.03.2012, until the date of actual payment.

11. The said payment shall be made positively within a period of four (4) weeks from the date of communication of this order. In the event of failure to comply within the stipulated time frame, the petitioner shall be entitled to interest at the enhanced rate of 12% per annum on the entire sum,

to be calculated from the date of default until final realization.

12. With the above direction, the present writ petition is disposed of.

13. Since no affidavit is called for allegations made in the petition are deemed to have been denied.

(Gaurang Kanth, J.)