07.04.2026
Item No.14 (ML)
Court No.12
Cp/Gb

MAT 461 of 2026
CAN 1 of 2026

Dilip Kumar Konar
Vs.
The State of West Bengal & Ors.

Mr. Sourav Prasanna Mukherjee
Mr. Arka Mondal

.....for the appellant.

Mr. Amal Kr. Sen, Ld. AAG
Mr. Lal Mohan Basu

.....for the State.

1. The appellant/petitioner is aggrieved by the order dated February 13, 2026, passed in WPA 20466 of 2025. By the order impugned, the learned court rejected the writ application filed by the appellant on the ground that disputed questions of fact with regard to the measurements in the second RA bill, could not be gone into by the writ court.

2. His Lordship also took exception to the fact that in an earlier round of litigation the appellant was permitted to visit the office of the Block Development Officer and sign the measurement book. The appellant refused to do so.

3. His Lordship was of the view that the dispute raised in the writ petition could not be decided by the writ

court as the factual aspects would have to be ironed out by way of evidence.

4. Learned advocate for the appellant submits that His Lordship failed to appreciate the decision in the matter of ABL International Ltd. & Anr. Vs. Export Credit Guarantee Corporation of India Limited & Ors., reported in AIR Online 2003 SC 700. The Hon'ble Apex Court had specifically held that state action should be in public interest and Article 14 of the Constitution of India cast a duty upon the State to act fairly, justly and reasonably and there was nothing which militated against the concept of requiring the State to act with fairness, even in contractual matters.

5. Under such circumstances, it is urged by the learned advocate for the appellant that, the learned Single Judge failed to appreciate that the State had not acted in a just and fair manner, but had arbitrarily reduced the measurement of the works executed by the appellant. A comparison of the first RA bill and the second RA bill will clarify such position.

6. Learned advocate for the appellant further submits that the documents at pages 29 and 30 of the application will indicate that the work was completed and handed over to the competent authority in due course. This certificate was in the nature of a completion certificate and, as such, once

the completion certificate was issued, the question of non-payment of the money claimed by the appellant did not arise even in respect of contractual obligations.

7. The writ court has the jurisdiction to direct the respondents to pay the money which was otherwise due to the appellant. He relies on the first RA bill and the second RA bill to substantiate that certain measurements had been reduced in the second RA Bill. Consequently, the payments to be made against those works were also reduced.

8. Exceptions filed by the appellant to the report of the State authorities have been placed before us in support of the contention that, the second RA bill was prepared without looking into the first RA bill. The measurements in the second RA bill were entered into without joint measurement, only with the intention to reduce the money payable to the appellant. The money was withheld, but utilization certificate was filed before the competent authority, inter alia, showing that the entire grant-in-aid had been suitably utilized. When the appellant realized that the measurements in the second RA bill were incorrect, the appellant decided to not sign the measurement book and raised a protest. The exceptions further state that the appellant was forced to sign the measurement book which was in

violation of the principles of natural justice. It is the specific case of the appellant that without any measurement the final bill was prepared. According to the appellant, the item-wise tally of each and every item of work and measurement thereof in the first and second RA bill, would clarify the position that the second RA bill was prepared arbitrarily, illegally and was based on incorrect measurements. Accordingly, the appellant's case is that, he is entitled to a further sum of Rs.39 lakhs after deducting the amount already paid.

9. Mr. Sen, learned Additional Advocate General submits that the admitted amount has been paid as per the measurement book. The amount under the first RA bill was paid. The running account was maintained for the work done. As the work progressed the measurements were taken and the entries were made in the measurement book. The court had permitted the appellant to approach the Block Development Officer and put his signature on the said measurement book. The appellant did not do so. Reliance has been placed on the report filed by the State before His Lordship.

10. The report clarified that the work allotted to the appellant was for construction of Suswasthya Kendras under Patrasayer Development Block. Four such work orders had been issued. The work was

executed under the supervision of the Sub-Assistant Engineer, West Bengal, WRIDD, deputed by the office of the Block Development Officer, Patrasayer Development Block. As and how the construction progressed, item wise quantities along with schedule rates and field measurements were entered in the measurement book. WPA No.12712 of 2025 and WPA No.12714 of 2025 were filed before the High Court alleging that the respondent no.2 was withholding payments despite completion of the work. The High Court upon hearing the appellant found him to be at fault because the appellant had not signed the measurement book thereby acknowledging the measurements and the amount of bill prepared.

11. His Lordship recorded that by a letter dated April 28, 2025, request was made to the appellant by the Block Development Officer to affix his signature on the said measurement book. Although, the appellant was directed to visit the office of the Block Development Officer, sign the measurement book and produce copies of the bills, such exercise was not done. On August 14, 2025, the appellant was asked by the engineer concerned to affix his signature on the measurement book but, the appellant refused to do so and filed a representation, reiterating the demand for payment as per the vetted estimate.

Subsequently, the writ petition was filed, which gave rise to this appeal.

12. The question which was raised was whether the competent authority could reduce the bill amount which was inconsistent with the vetted estimate or the contract value.

13. The appellant attempted to rely on the Hand Over and Take Over report, treating the same to be a completion certificate but, it was the contention of the Block Development Officer that the same was a certificate to show that the work was completed as per the measurements entered in the measurement book. A table showing the amount claimed and the net payment made upon total deduction, was a part of the report. The same is quoted below for convenience:-

Sl No.	Name of the Scheme	Gross amount (in Rs.)	Total Deduction (in Rs.)	Net Payment made on 17.10.2025 (in Rs.)
1.	Seorabuni	Rs.11,88,555	Rs.1,66,400	Rs.10,22,155
2.	Salkhara	Rs.6,60,079	Rs.92,412	Rs.5,67,667
3	Chotorampur	Rs.11,87,244	Rs.1,66,212	Rs.10,21,032
14.	Keshabpur	Rs.6,62,675	Rs.92,776	Rs.5,69,899
	T O T A L	Rs.36,98,553	Rs.5,17,800	Rs.31,80,753

9. With regard to the balance amount, the competent authority demonstrated a comprehensive item wise reconciliation statement highlighting the variations and the specification in the measurements. Those

deviations were supported by contemporaneous records to substantiate the revised valuation and consequent reduction of the claimed amount. The determination had been made as per the Block Development Officer, in conformity with the departmental norms and the PWD schedule of rates. Therefore, the legitimate basis for the final payment was sought to be established. Such reconciliation statements appeared as Annexure B-I, B-II, B-III and B-IV of the said report.

10. The second RA and final bill formed a part of the report and we find that, the work executed was itemized with the necessary measurements. Such second RA and final bill, is a part of the report. We are not empowered by law, to scrutinize the bills, especially the second RA bill in order to arrive at a finding that the measurements were either products of miscalculation or suppression. While the appellant claims the sanctioned amount, the competent authority has specifically demonstrated in tabular form, the reasons as to why some variations had taken place in the measurements which would find reflection in the second RA bill. The measurements were taken and the schedule of rates were applied upon following the PWD norms.

11. It is not for the writ court to convert itself to an expert engineer and consequently make a deeper

enquiry with regard to each and every item whose measurements appeared in the measurement book and decide whether such measurements are correct or not. On the one hand, the appellant alleged that joint measurement was not taken, but on the other hand, the appellant had stated that he was forced to sign the measurement book. These statements are contradictory and in conflict with each other. However, His Lordship had factually found that, although the appellant was asked to sign the measurement book, the appellant failed to do so, but reiterated the claim as per the sanction/vetted amount. The reason why the sanction/vetted amount could not be granted in favour of the appellant, has been explained in great detail in the report as also in the Annexure - B-I, B-II, B-III and B-IV, which form a part of the report. The compilation sheet for the civil (structure) indicates the items of the work, the quantity of the work, the rates as per the vetted estimate, the amount payable as per the measurement book, the claim of the agency, the deduction and the remarks. The remarks column indicates that those amounts were not paid as per the claim of the appellant. The reason was 'Item work not done as per MB'.

12. Under such circumstances, when the compilation sheets with the measurements were prepared by

experts, who are engineers, and under whose supervision the work was completed, it is beyond the expertise or the authority of the writ court to hold a mini trial on such disputed questions. We are in agreement with the learned Judge that these disputed questions cannot be decided by a writ court but, a full-fledged trial would be necessary. Under such circumstances, His Lordship rightly rejected the writ petition thereby granting liberty to the appellant to move the appropriate forum in accordance with law.

13. The decisions which have been relied upon by the appellant applied in a case where the competent authority being State under Article 12 of the Constitution of India had acted in a arbitrary, irrational, unreasonable and unfair manner. The Hon'ble Apex Court had held that in case of contractual matters where State is one of the contracting parties, state cannot behave like a private litigant, but should rise above the occasion and comply with the requirement of Article 14 of the Constitution of India. However, this ratio does not apply to the facts of the case, as we have already discussed the reasons why the writ court could not go beyond what was available on record. In the said decision itself, the Hon'ble Apex Court held that although a writ petition in respect of contractual

matters where government is a contracting party is maintainable, but the ground for challenge would be violation of Article 14 of the Constitution of India and/or violation of legal or statutory rights. Their Lordships held that, it was a different matter that scope of judicial review in respect of disputes falling within the domain of contractual obligation may be limited and in doubtful cases the parties may be relegated to agitate their rights by resorting to alternative remedies. His Lordship has done exactly that.

14. Under such circumstances, the appeal and the connected application are dismissed.

15. The report filed by the State respondents which was not annexed by the learned advocate for the appellant, has been produced by the learned Additional Advocate General. The same be kept with the record.

16. Parties are directed to act on the basis of the server copy of this order.

(Shampa Sarkar, J.)

(Ajay Kumar Gupta, J.)