05.10.2026
Ct. 3
Item No.
AD 81
Saswata

WPA 9069 of 2025
Tushar Kumar Dey Biswas
Versus
Kolkata Municipal Corporation & Ors.

Mr. Shounak Mukhopadhyay
Mr. Akash Ghosh
...For the petitioner

Mr. Aloke Kumar Ghosh
Ms. Paushali Banerjee
...For the KMC

1. Affidavit of service filed in Court today is retained with the record.

2. The supplementary affidavit filed on behalf of the petitioner is also taken on record.

3. The instant writ petition has been filed for a direction upon the municipality to refund a sum of Rs. 26 lakhs along with interest which has been deducted from the petitioner's running account bills on account of security deposit.

4. The petitioner claims to have participated in a tender process floated by the respondent no. 1 for construction of a community hall opposite to A.P.J. Abdul Kalam Park at S.N. Roy Road, in ward no. 118.

5. The petitioner claims to have deposited a sum of Rs.3,35,000/- as earnest money for participation in the tender process. The petitioner had become successful and was issued a work order and had executed the work to the tune of Rs.3.23 crores. However, the deposit amount from seven bills aggregating to Rs. 26 lakhs were deducted and retained towards security deposit. Mr. Mukhopadhyay

learned advocate appearing for the petitioner has drawn the attention of this Court to a completion certificate issued by the Executive Engineer, to demonstrate that the work has been executed.

6. Mr. Mukhopadhyay, would also submit that the defect liability period has also expired. Though, a representation dated 28th February 2025 was made seeking disbursal of retention money in the form of security deposit, the municipality is yet to take any decision in this regard.

7. Mr. Ghosh, learned advocate appears on behalf of the municipality.

8. Having heard the learned advocates appearing for the respective parties and having considered the materials on record, I find as per the certificate dated 4th February 2023 issued by the Executive Engineer (C), Borough XIII, KMC, the petitioner has executed the work for construction of community hall opposite to APJ Abdul Kalam Park at S.N. Roy road ward no. 118 under Borough XIII. The certificate acknowledges that balance bill amount will be paid after obtaining necessary fund from the Department of MA & UD Government of West Bengal. I also note from the document dated 17th May 2025 the respondent no. 3 had requested the petitioner to submit bills for retention money. Such bill had duly been submitted and the note appearing on the bills records that release of retention money may be processed, if found due. The petitioner is aggrieved by non disbursal of the aforesaid amount. Although, representations have been made lastly on 20th June 2025, the retention money has not been disbursed.

9. In the factual backdrop as aforesaid, I dispose of the writ petition by directing the municipality to take a decision on the petitioner's representation in accordance with law and if on the basis of the decision taken by the municipal authorities, the amount of Rs.26 lakhs or any part or portion thereof, is found to be retained on account of security deposit and if there be no impediment in disbursal thereof, the said sum shall be disbursed to the petitioner within 4 weeks from the date of the municipal authorities disposing of the petitioner's representation.

10. It is made clear that decision shall be taken within 4 weeks from the date of communication of this order.

11. All parties shall act on the basis of server copy of this order duly downloaded from this Court's official website.

(Raja Basu Chowdhury, J.)