

Item No.4
17.03.2026
Court. No. 12
GB

FMA 835 of 2025
With
CAN 1 of 2025

Rakhi Jaiswal
Vs.
The WBSEDCL & Ors.

*Mr. Ranjan Kali,
Mr. M. Chakraborty,
Ms. Payel Nath,
Mr. Rahul Bhowmick*

...for the Appellant.

Mr. Dr. Madhusudan Saha Roy

...for the WBSEDCL.

*Mr. Ritoban Sarkar
Mr. Barnik Ghosh*

...for the Respondent No.4.

1. Affidavit-in-opposition and affidavit-in-reply filed in Court today, are taken on record.
2. The appeal arises out of an order dated April 9, 2025 passed by a learned Single Judge in WPA 1677 of 2025. The petitioner prayed for the following reliefs :-

“A) Writ in the nature of Mandamus commanding the respondent authorities to accept the balance amount which is payable by the petitioner with additional charge in respect of the e-auction notice dated 17.12.2024.

B) Writ in the nature of Mandamus commanding the respondent authorities to release the materials to the petitioner forthwith upon acceptance of balance payment.

C) A Writ in the nature of Certiorari directing the respondents to transmit the entire records of the case to this Hon’ble Court so that considerable justice may be rendered;

D) Rule NISI in terms of prayers (A), and (B) above;

E) An interim order restraining the respondent authorities from conducting re-auction in respect of the said goods as mentioned in the auction notice dated 17.12.2024.

F) Such further Order or Orders and/or Direction or Directions as this Hon'ble court may deem fit and proper for the ends of Justice.

G) Costs off and incidental to this application."

3. It is evident that the main relief prayed for was a direction upon the respondents to accept the balance post bid amount along with 10% of the additional charges. The second prayer was for a direction upon the respondent to release the materials to the appellant upon acceptance of the balance payment. The prayers were made on the strength of Clauses 7.1 and 7.4 of the auction notice which are quoted below:-

"7.1. UPON ISSUANCE OF ACCEPTANCE LETTER / SALE ORDER:- Full/balance payment along with GST, excise duty, @ 5% towards additional security deposit will be retained which shall be returned / refunded by WBSEDCL, Kolkata after satisfactory clearance of the site. Non submission of this amount will lead to deactivation/debarring of the firm for participation in any auction through MSTC and other applicable charges will be required to be made within Twenty-one(21) days from auction closing date for SOLD (confirmed lots). For STA lots, payment will be required to be made within 15 (fifteen) days from the date of issue of acceptance letter.

a) @87.05% of the material value (along with 5% towards refundable security deposit shall be paid through DD/PO in favour of the WEST BENGAL STATE ELECTRICITY DISTRIBUTION CO.

LTD., payable at KOLKATA or as per the Acceptance Letters/Sale Orders.

b) as per AL of material value should be paid through DD/PO in favour of MSTC LIMITED payable Kolkata as per the Acceptance Letters/Sale Orders.

c) Applicable GST, TCS and/or any other levies should be paid through DD/PO in favour of WEST BENGAL STATE ELECTRICITY DISTRIBUTION CO. LTD., payable at KOLKATA or as per the Acceptance Letters/Sale Orders.

7.4. In case of default in making payment within the time limits specified herein above, the due payments may be made together with additional charges at one percent per week or part thereof on the material value, within a period of 14 Calendar days from the date of the expiry of the free payment time. However Principal reserves the rights to accept or not to accept sale value with additional charges even after expiry of 14 days as mentioned above.”

4. According to Mr. Kali, learned advocate for the appellant, the appellant was entitled to an additional 14 days' time to complete the payment of the balance amount along with additional charges as determined by the respondents. The appellant approached the respondents on January 17, 2025 with such prayer. However, it is alleged by Mr. Kali that the respondents kept silent over the matter, did not pay any heed to the request and held another tender process in an clandestine manner. The respondents also forfeited the pre bid amount of Rs.10,00,000/-.
5. Dr. Saha Roy, learned advocate for the WBSEDCL submits that the auction process was coordinated and held by the respondent no.4. He submits that

the learned Judge rightly held that once the goods in respect of which the auction was held was sold out to a third party through another auction process, nothing survives in the writ petition. Her Lordship also reserved the right to the appellant to approach the competent authority for release of the pre bid amount.

6. Mr. Sarkar, learned advocate for the respondent no.4 submits that the respondent no.4 was in charge of the auction process. The post bid amount was not deposited within the stipulated period. The respondent no.4 sent five reminders to the appellant to pay the amount. The amount was not paid. When the notice was issued to the appellant that the pre bid deposit had been forfeited, the appellant approached the writ court.
7. Mr. Kali places reliance on the legal notice issued on January 17, 2025 to substantiate that the respondents were informed that the pre bid deposit could not be forfeited and the terms and conditions of auction allowed belated deposit of the post bid amount.
8. We find from the writ petition that the same was filed for a direction upon the respondents to accept the post bid amount belatedly and release the goods in favour of the appellant, as the appellant was the successful bidder. By the time the writ petition was

disposed of, not only was the pre bid amount forfeited, but the second auction was held and the successful bidder was sold the goods.

9. Under such circumstances, the learned trial Judge rightly held that nothing survived to be decided in the writ petition. We do not find either from the pleadings or from the prayer of the writ petition any challenge had been thrown to the alleged illegal forfeiture of the pre bid amount. Under such circumstances, we cannot hold that the learned trial Judge failed to exercise jurisdiction as vested by law, by not considering such issue. The learned trial Judge has left the issue open, and to be raised by the appellant at the appropriate stage. The order impugned is correct and cannot be interfered with.
10. Accordingly, the appeal and the connected application are disposed of.
11. If the appellant approaches the authorities with the allegation of illegal forfeiture of the pre bid amount and claims refund, the same shall be decided by the authority in accordance with law.
12. Parties are directed to act on the basis of the server copy of this order.

(Shampa Sarkar, J.)

(Ajay Kumar Gupta, J.)