

11.05.2026
SL No.2
Court No.12
(gc)

**RVW 125 of 2026
CAN 1 of 2026**

**Haldia Development Authority & Ors.
Vs.
M/s. Sarbani Prasad Chatterjee & Sons**

Mr. Aniruddha Chatterjee, Sr. Adv.,
Mr. Satadeep Bhattacharya,
Mr. Swarajit Dey,
Mr. Saptarshi Kar,
Ms. Sriparna Mitra

...for the Applicants.

Mr. Pratik Dhar, Sr. Adv.,
Mr. Sudip Sarkar,
Mr. Pritam Sarkar
Mr. Aninda Bhattacharya,

...for the Respondent.

1. The applicants seek to review an interim order of this Court passed in FMA 1601 of 2025 on 08.04.2026 and try to impress upon the Court that the facts of the case were not properly appreciated. Accordingly, the direction to make payment of Rs.90 lakhs suffer from non-consideration of various factual aspects.
2. We find that the appeal has been kept for hearing on May 18, 2026 and all points can be taken at the final hearing of the appeal. We also find that we had directed the release of the money, without prejudice to the rights and contentions of the parties. Payment and acceptance were directed to abide by the result of the appeal. The relevant portions of the order are quoted below :-

“12. This issue can also be decided in a civil court because poor quality of work, unsatisfactory progress in the work are matters of evidence, which will be agitated before the appropriate forum. Thus, deduction of 10% of the contract value and withholding of the security deposit and Earnest Money Deposit in terms of the clauses which have been relied upon by the Haldia Development Authority, still makes money payable to the appellant. The appellant has relied on the certificate of the Panchayat authorities in support of the contention that the road was completed to the extent of 70% in the year 2014 and 95% in 2015.

13. The Haldia Development Authority, however, disputes such certificate on the ground that the Panchayat authorities were not entitled and authorized by law to issue such certificate. However, if we go by the records, we find that the Chief Executive Officer, Haldia Development Authority by a letter dated August 12, 2016, upon holding an inspection found that the side-shouldering work of the road had not been started. The appellant was put on notice that liquidated damages would be imposed for the delay. The appellant was directed to complete the balance work within 7 days. Thus, the authority also proceeded on the basis that side-shouldering was the job which remained unfinished. The letter does indicate that any other work had remained incomplete and the authority reserved the right to impose liquidated damages.

14. Although, in the affidavit-in-opposition, it has been mentioned that the work was unsatisfactory, we do not find from the record that any information in that regard or any notice in that regard was ever issued to the appellant. The records speak for themselves and the records cannot be improved by filing affidavits

in a proceeding before the court. We are not inclined to go into those disputes. The right to retain the security deposit, earnest money deposit and the performance guarantee, on account of poor quality of work is available from the terms and conditions and, we are not inclined to re-write those terms and conditions.”

3. Under such circumstances, we do not find any reason to pass any order of review. The appeal will be heard.
4. The review application and the connected application are disposed of.
5. The order which we have passed is well-considered and reasoned and there is no appeal from the said order. The order is an interim measure so that the business of the appellant can continue and if ultimately the respondents are successful in the appeal, money will be refunded by the appellant. The respondents were also represented by learned Advocates.
6. There shall be no order as to costs.
7. Parties are to act on the server copy of this order.

(Shampa Sarkar, J.)

(Ajay Kumar Gupta, J.)