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jdt. 22.04.2026
jb.

WPA 11513 of 2025
(M/s Ayan Enterprise vs. State of West Bengal & Ors.)

Robiul Islam
Sk. Jayeed Hossain
Mr. Raju Mondal
Masooq Rahman
Kazi Ardan Ali
.... For the Petitioner

Mr. Susovan Sengupta
Mr. Subir Pal
... For the State

Affidavit of service filed on behalf of the petitioner and report submitted by the State are taken on record.

None appears for the Panchayat despite service.

The petitioner M/s Ayan Enterprise is a licensed Government contractor. The initial deed of partnership was executed and registered on 6th August, 2007 by and between Mahabul Islam, Sephali Bibi, Kiron Mondal and Rakibul Islam. Mahabul Islam retired from partnership on 18th January 2019 by execution of a deed of retirement. The petitioner participated in a tender floated by Kalinagar-II Gram Panchayat on 18th February, 2025 and being the lowest bidder was entrusted the job. The entire dues of the petitioner were cleared on completion of the job. On 27th January, 2025 a complaint was submitted against the petitioner firm by S. S. Construction before the Block Development Officer, Raninagar-II Block with the primary allegation that one of the partners Mahabul Islam was employed in Godhanpara Block Primary Health Centre and is, therefore, a Government employee. Pursuant to such

complaint, notice was issued upon the petitioner by the Block Development Officer on 25th February, 2025 requesting him and other official stake holders of the firm to appear before him with relevant documents on 5th March, 2025. Learned counsel for the petitioner submits that though the petitioner appeared before the authority on the relevant date, no order was passed. The petitioner received another hearing notice from the Pradhan, Kalinagar-II Gram Panchayat on 30th January, 2025 requesting him to appear before him on 5th January, 2025 in connection with a complaint submitted by Ria Constructin. By the order impugned dated 19th March, 2025, the Pradhan dealt with the issue and held that Mahabul Islam was a Government employee working as a General Duty Attendant at Godhanpara BPHC under Raninagar II Development Block. The Pradhan debarred the petitioner from participating in any tender process in future and blacklisted the firm for the next two years for violation of West Bengal Service Rules and e-tender Rules. The said order is assailed by the petitioner.

Learned counsel for the petitioner submits that Mahabul Islam retired from the partnership on 18th January, 2019 whereas the tender in question was floated on 18th February, 2025. The partnership deed as well as the retiring deed were submitted before the authority at the relevant time despite which the retiring deed was not considered by the authority.

Learned counsel for the State submits that Mahabul Islam was appointed as a Government employee from 26th February, 2009. The deed of retirement was not placed

before the Panchayat Pradhan when the matter was taken up for consideration. However, learned counsel submits that the Pradhan has no authority to deal with the complaint lodged by S. S. Construction. The same has to be dealt with by the Block Development Officer. Also, in the event the legality and validity of the deed of retirement is in question, the same has to be decided by the suit Court and not by the Block Development Officer.

I have considered the rival contention of the parties.

It appears that Mahabul Islam was employed in Godhanpara Block Primary Health Centre on and from 26th February, 2009. He retired from the partnership on 18th January, 2019. Therefore, any act of Mahabul Islam as a partner of the said firm during the said period can be called in question by the relevant authority. However, the tender which is referred to in the present application was floated on 18th February, 2025, that is, after Mahabul Islam retired from the partnership firm. Therefore, the question of his being a Government employee at the time of participating in the said tender does not arise. Though he was a Government employee at that time, he was no longer partner of the firm when the tender was floated and worked upon. Surprisingly though S. S. Construction lodged complaint before the Block Development Officer, the said authority chose not to proceed with the same despite hearing being conducted in presence of the petitioner. The complaint lodged by Ria Constructdion was submitted before the Pradhan who issued notice of hearing upon the petitioner pursuant to such complaint. But the order impugned demonstrates that the said order was

passed in connection with the complaint submitted by S. S. Construction which was, in fact, not submitted before the Pradhan at all. The Pradhan had no authority to deal with a complaint submitted before the BDO. It is best known to him what prompted him to usurp the jurisdiction of the Block Development Officer and deal with the complaint which was not before him at all. Also, Mahabul Islam was no longer a partner of the firm when the tender was floated. His being Government employee at that time does not affect the tender or its consequence.

Since the Pradhan had no authority to deal with the complaint lodged by S. S. Construction and has exceeded his jurisdiction in passing the order impugned, the said order dated 19th March, 2025 is set aside/quashed.

The Block Development Officer, Raninagar-II being the 4th respondent herein, is directed to consider the said complaint lodged by S. S. Construction and arrive at a reasoned conclusion upon granting reasonable opportunity of hearing to all concerned including the petitioner, in accordance with law. The petitioner is at liberty to produce all relevant documents before the authority at the time of hearing. The entire exercise shall be completed within six weeks from the date of communication of this order.

The writ petition is thus disposed of.

There shall be no order as to costs.

Since no affidavit has been invited, allegations contained in the writ petition shall be deemed not to have been admitted.

Urgent certified website copy of the order, if applied for, be given to the parties on compliance of requisite formalities.

(Suvra Ghosh, J.)