IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
Appellate Side

Present:
The Hon'ble Justice Arjun Ray Mukherjee
(Samarpita)

WPA/22267/2015

BHAGIRATH ENGINEERS CO-OPERATIVE SERVICE & CONSTRUCTION SOCIETY LTD & ANR.
VS
STATE OF WEST BENGAL & ORS.

For the petitioner	:	*Mr. Anirban Banerjee* *Mr. Sayantan Banerjee,* *Mrs. Shreshtha Gupta*
For the State	:	*Mr. Amit Chakraborty, Ld. AGP* *Mr. Falguni Bandyopadhyay,* *Mr. Suvendu Bandyopadhyay*
Heard on	:	17th November, 2026
Judgment on	:	17thNovember, 2026
Uploaded on	:	19th November, 2026

Arjun Ray Mukherjee, J.

1. The petitioner No. 1 is a co-operative society. On 12th October, 2012, a tender was floated by the District Project Officer, Sarva Shiksha Mission, Murshidabad, for inviting applications from eligible bidders for the job of wall writing at all primary, SSK, upper primary, MSK, DM office, SDO offices, Block Development Offices, and all Panchayat Offices of the district. In the said tender notice, the specifications of the said wall writing work were mentioned. The petitioner no. 1

participated in the said tender and by an order dated 18thMarch, 2013, the petitioner no. 1 was awarded the said work.

2. By another memo dated 8th May, 2013, the District Project Officer, Sarva Shiksha Mission, Murshidabad, informed the petitioners that as per resolution of the Purchase Committee dated 17th November, 2012, the work order for wall writing had been issued in favour of the petitioners and the rate for each wall writing was fixed at the rate of Rs. 631.27. It was further informed that the total bill amount in respect of these 26 blocks was fixed as Rs. 38,49,484/-. The petitioner was directed to submit the bill on a block-wise basis.

3. The petitioners in this writ petition have annexed one of the certificates issued by the Block Development Officer, Bhagwangola-II, Murshidabad, wherefrom it appears that the petitioners completed the work in terms of the said tender in respect of the office of the CPC, Bhagwangola-II Development Block.

4. Subsequently, the petitioners submitted their bills. Since the bills were not paid, the petitioners, by their letter dated 11thNovember, 2013, requested the District Project Officer to release the bill amount. A reminder was sent to the District Project Officer on 22ndSeptember, 2013, along with a block-wise list of the wall writing work.

5. Since nothing fruitful happened, the petitioner sent representations dated 30th October, 2013, 22nd January, 2014, and 26th May, 2014. Being aggrieved by the inaction on the part of the respondents in not releasing the bill amount, the petitioner filed a writ petition before this Court being W.P. 23673 (W) of 2014. A coordinate Bench of this Court, by an order dated 16th June, 2015, having considered the rival submissions of the respective parties, directed the District

Project Officer to consider the issue of release of the bill amount in favour of the petitioner in accordance with law and upon granting them an opportunity of hearing.

6. Pursuant to such direction, the District Project Officer, by an order dated 13thAugust, 2015, passed an order whereby the claim of the petitioner was rejected. The relevant portion of the impugned order is set out herein below:

> *"But, all the efforts of the authorities became in vain only as because the specified work as quoted under the work order (vide Memo. No. 1177/CM&AS/SSM/2013 dated 18-03-2013) was neither done on 1274 walls out of 6098 walls and the rest work on 4824 (i.e. 6098-1274) walls were not done as per specification by the Bhagirathi Engineering Co-operative & Construction Society.*
>
> *Under the above facts and findings, I am constrained to pass the order with an instruction upon the petitioner to complete the work on 6098 walls throughout the District as per specification laid down under work order vide Memo. No. 1177/CM&AS/SSM/2013 dated 18-03-2013. After completion of the same work he shall submit the Work Completion Report (as per specification work order) duly authenticated by the Circle Project Concerned or the Block Development Officer concerned to the office of the undersigned in support of his claim for payment."*

7. Challenging the order dated 13thAugust, 2015, the petitioner filed this writ petition.

8. Learned Counsel appearing for the petitioners submits that in terms of the tender notice dated 12th October, 2012, they completed the work and submitted bills accordingly. However, the respondents, without citing any cogent reason, withheld the said amount for an inordinate period. He further submits that the order dated 13th August, 2015, is perverse in nature as the relevant issues raised

by the petitioners were not considered by the District Project Officer. He submits that the order dated 13th August, 2015 is liable to be quashed.

9. Per contra, learned counsel appearing for the State respondents submits that the District Project Officer found that out of 6098 walls, the petitioner had completed only 4824 walls, that too in violation of the specifications stipulated in the tender document. In view of the above, he submits that the petitioner is not entitled to receive any amount in connection with the bills raised by them.

10. Heard the parties.

11. The order dated 13th August, 2015 is a quasi-judicial order. The scope of judicial review in respect of administrative or quasi-judicial orders is limited. A writ court may interfere if it is found to be arbitrary or perverse, if the decision-making authority has exceeded its jurisdiction, if there has been a violation of the rules of natural justice or if the decision is such that no reasonable man could have come to such a decision.

12. In the instant case, the learned counsel appearing for the petitioner has failed to demonstrate that the order dated 13th August, 2015, suffers from any procedural impropriety.

13. However, there is another aspect of the matter. The District Project Officer admitted in the impugned order that out of 6098 walls, the petitioner completed 4824 walls. However, it was also indicated that the work relating to those 4824 walls had not been executed as per the specifications mentioned in the tender document. The violation of the execution of the work has been mentioned in the impugned order dated 13thAugust, 2015, which are as follows:

"(IV) The quality of wall writing is very poor.

(V) The writings were done by stencil and not by hand.
(VI) The Asian Paints Colour was not used."

14. The deficiencies, as mentioned by the District Project Officer, were taken into consideration in the month of August, 2015, whereas the work was completed by the petitioners prior to November, 2013, as it is evident from the records that, on 11th November, 2013, the petitioners had requested the District Project Officer to release the bill amount. Therefore, an inference can be drawn that by the time the District Project Officer considered the issue of the alleged inferior quality of work, more than one and a half years had lapsed.

15. The District Project Officer received several letters and representations from the petitioners with a request to release the bill amount. However, at the relevant point of time, neither any inventory nor an enquiry was conducted by the District Project Officer in order to ascertain whether the work was properly executed by the petitioners in terms of the tender specifications. Therefore, the finding of the District Project Officer vis-à-vis the gross inaction on his part in not deciding the issue within the reasonable time clearly demonstrates an arbitrary approach on his part towards the petitioners to deprive them from their legitimate claim.

16. The District Project Officer, at a belated stage, after a lapse of almost one and a half years from the date of execution of the work, cannot take the plea that the quality of the wall writing was poor. In other words, the District Project Officer cannot take advantage of his own inaction.

17. In view of the above, I set aside the order dated 13th August, 2015, passed by the District Project Officer, Sarva Shiksha Mission, Murshidabad.

18. The District Project Officer is directed to release the proportionate amount in respect of 4824 walls in favour of the petitioners within two weeks from the date of communication of this order along with interest at the rate of 10% *per annum* from the date of the representation dated 11thNovember, 2013, till the actual date of disbursement.

19. So far as the remaining walls are concerned, since the issues involve disputed questions of fact, such issues cannot be decided in this writ proceeding and the petitioner is at liberty to file a suit against the respondents seeking appropriate relief in accordance with law.

20. The writ petition stands disposed of along with all applications.

21. The writ petition being **WPA 22267 of 2015** is disposed of. There will be no order as to costs.

22. Parties shall act on the server copy of this order.

(Arjun Ray Mukherjee, J.)