09.04.2026
Item No.10
Court No.12
Cp

MAT 2234 of 2025
with
CAN 1 of 2025

Bhatpara Municipality,
represented by its Board of Councillors & Ors.
Vs.
Mayank Enterprise,
represented by Omprakash Singh

Mr. Shiv Shankar Banerjee
Ms. Arijita Ghosh
Mr. Partho Proteem Das
Ms. Sretapa Sinha
Mr. Siddhart Chamaria

.....for the Bhatpara Municipality.

Mr. Ayan Banerjee
Mr. Arindom Chatterjee

.....for the respondent.

The appeal has been preferred by the Bhatpara Municipality, being aggrieved by an order dated November 25, 2025, passed in WPA 24906 of 2024. By the order impugned, His Lordship directed the municipality/appellant to pay up the outstanding amount along with the security deposit and the earnest money deposit provided the security deposit and the earnest money deposit were found to be payable. However, the order clarifies the position that the writ petition was filed alleging non-release of admitted dues in favour of the writ petitioner/contractor amounting to Rs.36,89,641/-. By order dated November 20, 2025, His Lordship recorded the submission of the learned advocate for the municipality on instruction that, no affidavit-in-opposition was required to be filed as the money was admittedly due to the writ petitioner and partial payment had been made. As the original agreement could not be traced from the office of the municipality, the accounts department did not release the payment.

Thus, it appears that there is no dispute with regard to the work being awarded to the writ petitioner, the work being completed by the writ petitioner and bills having been raised. The only difficulty which the municipality faced in releasing the payment was that, the municipality had lost the original agreement and the bills. However, it appears that meeting of the Board of Councillors was held and note-sheets were generated to circumvent such situation and the chairperson had passed the bills and the amount was quantified. The Board of Councillors sanctioned the money payable. These documents are not denied by the municipality. These documents were supplied to the writ petitioner in reply to queries under the Right to Information Act.

Mr. Banerjee, learned advocate for the municipality, submits that the writ court could not have passed a money decree. More so, the question of interest would not arise, inasmuch as, it is yet to be ascertained how the documents were lost.

We are not in agreement with Mr. Banerjee for the following reasons:-

a) The fact that the work was completed by the writ petitioner is not in dispute.

b) The municipality took a specific stand that the affidavit-in-opposition would not be filed as admittedly money was payable to the writ petitioner/contractor.

c) It is well-settled that even in contractual matters the writ court can direct payment of the admitted amount.

d) Further, the records reveal that part payment had also been made which means that the bills raised by the writ petitioner were not disputed and the writ petitioner was eligible to payment was also not in dispute.

Under such circumstances, the municipality will have to go by its own records, i.e., the note-sheet generated from the end of the municipality which was approved by the chairperson and the Board of Councillors. The amounts mentioned therein were passed. We are of the view that His Lordship did not commit any error in passing the order impugned.

We however clarify that interest at 6% per annum will be paid on and from January, 2021. This date is being fixed by us, upon considering that on October 17, 2020, part payment of Rs.1,00,000/- was made. We are of the view that within January, 2021, the remaining amount should have been paid. The part payment was made out of the total bills. This means that sanction had already been granted for payment prior to October 2017. Unfortunately, the case of the municipality is that the bills were lost. The loss of bills and/or the loss of the original agreement from the records cannot be attributed to the contractor.

The contractor was assigned the contract to complete the work in a time-bound manner. The contractor completed the work and submitted the bills. Part payment was made in October, 2020, out of the total bills, which means the bills were submitted by the contractor and accepted by the authority. Only because the meeting of the Board of Councillors took place in January, 2024, for reconsideration of the matter upon loss of the records, the contractor cannot be held responsible and cannot be deprived of its dues. Had the contractor been paid the money within reasonable time, the contractor could have earned interest on the money which would have been paid. We are of the view that award of interest is justified. With regard to interest part, we are of the view that the rate of 6% is reasonable, considering that it is the general bank rate.

The payment with interest shall be made within four weeks from date.

Accordingly, the appeal is disposed of, upon modifying the order of His Lordship. Connected application being CAN 1 of 2025 is also disposed of.

Parties are directed to act on the basis of the server copy of this order.

**(Shampa Sarkar, J.)**

**(Ajay Kumar Gupta, J.)**