

GAHC010180252022



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/5889/2022

M/S JKB INDUSTRIES
A REGISTERED PROPRIETORSHIP FIRM BEING REPRESENTED BY ITS
PROPRIETOR, SRI ROBIN BHUYAN, S/O LATE KAMALA KANTA BHUYAN,
AGED ABOUT 56 YEARS, R/O VILL- MAZIR GAON, PALASHBARI, P.O.-
AGCHIA, P.S.-AZARA, DIST- KAMRUP (M), ASSAM, PIN-781017

VERSUS

THE STATE OF ASSAM AND 5 ORS
REPRESENTED BY THE COMMISSIONER AND SPECIAL SECRETARY OF
WATER RESOURCE, DISPUR, GUWAHATI-6

2:THE CHIEF ENGINEER
WATER RESOURCE DEPARTMENT
CHANDMARI
GUWAHATI-3

3:THE EXECUTIVE ENGINEER
WATER RESOURCE DIVISION GUWAHATI WEST
BHARALUMUKH
GUWAHATI-9

4:MANAGING DIRECTOR
ASSAM SMALL INDUSTRIES DEVELOPMENT CORPORATION LIMITED
BAMUNIMAIDAM
GUWAHATI-21

5:THE COMMISSIONER AND SECRETARY
DEPARTMENT OF FINANCE

GOVERNMENT OF ASSAM
DISPUR

GUWAHATI- 6.

6:THE UNION OF INDIA
REPRESENTED BY THE COMMISSIONER
MINISTRY OF JAL SHAKTI
GOVERNMENT OF INDIA
DEPARTMENT OF WATER RESOURCES
RIVER DEVELOPMENT AND GANGA REJUVENATION
NEW DELHI- 110001

Advocate for the Petitioner : MR R CHAKRAVORTY

Advocate for the Respondent : SC, WATER RESOURCE

BEFORE
HONOURABLE MR. JUSTICE MICHAEL ZOTHANKHUMA

ORDER

12.06.2024

1. Heard Mr. S. Rabha, learned counsel for the petitioner. Also heard Ms. A. Lodha, learned counsel for the respondent Nos. 1, 2 & 3; Mr. S. Das, learned counsel for the respondent No.4; Ms. R.M. Barooah, learned counsel for the respondent No.5 and Ms. A. Gayan, learned CGC for the respondent No.6.

2. The petitioner's case is that he is a registered contractor under the Water Resources Department, Government of Assam and had been allotted different works under the Flood Management Programme Scheme namely "Anti-erosion measures to protect Bamundi village and its adjoining area from the erosion of river Brahmaputra"

3. The petitioner after completing the works allotted to him by the Water Resources Department submitted his bills amounting to Rs.9,02,496/-.

4. The petitioner's counsel submits that Rs.99,112/- had been paid to the petitioner and the balance amount of Rs.8,03,384/- has not been paid to the petitioner.

5. Ms. A. Lodha, learned counsel appearing for the Water Resources Department submits that the petitioner is still liable to get Rs.8,03,384/-.

6. Ms. A. Gayan, learned CGC submits that she has no comments to make in this matter, as the contract was awarded by the Water Resources Department and the amount was payable by the Water Resources Department.

7. I have heard the learned counsels for the parties.

8. Paragraph-5 of the affidavit-in-opposition filed by the Chief Engineer, Water Resources Department, Assam is to the effect that the petitioner has been paid Rs.99,112/- out of his original bill of Rs.9,02,496/-. The Chief Engineer's affidavit thus shows that the petitioner is still liable to be given Rs.8,03,384/-, in terms of paragraph-5 of the said affidavit.

9. Paragraph-6 of the said affidavit-in-opposition of the Chief Engineer however states that under the Flood Management Programme Scheme, the Central Government have to give 80% share of the fund, while the State Government is to pay 20% of the fund. Accordingly, once the Central share is received by the State Government, the respondents can release the balance amount to be made to the petitioner.

10. This Court, in a series of cases, leading case being WP(C) 4734/2021 (*Nazim Hussain -vs- The State of Assam and 8 others*), while disposing of the

similar matters, had passed the following direction, which are as follows:-

“(1) Within 15 (fifteen) days from today, the concerned official of the State Government of Assam will communicate the supplementary budget passed in the last Assembly Session pertaining to the scheme to the competent authority of the Ministry of Jal Shakti, Government of India.

(2) Within 60 (sixty) days from the date of receipt of such communication, the Ministry of Jal Shakti to release the amount due under the schemes to the concerned Department of the Government of Assam.

(3) Upon receipt of the amount, bills of the writ petitioners shall be processed and cleared within a further period of 45 days”

11. On considering the fact that the admitted balance amount of contractual bills payable to the petitioner is Rs.8,03,384/-, the respondents are directed to pay the same to the petitioner, within a period of 3 (three) months from the date of receipt of a certified copy of this order.

12. This writ petition is accordingly disposed of

JUDGE

Comparing Assistant