

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.3652 of 2015

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M/s Apeksha International Foundation through its Director Ashraf Khan S/o late
Ramzan Khan R/o Chakbasu Lane, Kachhi Sarai, Ramna, P.S. Sadar, Dist -
Muzaffarpur

.... Petitioner

Versus

1. The State of Bihar.
2. The District Magistrate cum District Registrar cum Chairman, SCORE, West
Champaran at Bettiah.
3. The District Sub Registrar cum Secretary, SCORE, District Registry Office,
West Champaran at Bettiah

.... Respondents

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Appearance :

For the Petitioner : Mr. Shailesh Kumar, Advocate

For the State : Mr. Dhurendra Kumar, AC to GP20

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CORAM: HONOURABLE DR. JUSTICE RAVI RANJAN

ORAL JUDGMENT

Date: 24-03-2015

Heard learned counsel for the petitioner and the State.

It is contended on behalf of the petitioner that in terms of the advertisement contained in Annexure 1 dated 02.08.2013 for requirement of power supply by silent generator of Kirloskar or Eicher make of the capacity of 10 KVA, 15 KVA and 20 KVA, the petitioner participated and was given work contract. In the tender notice itself it was stated at serial nos. 10 and 13 that payment would be made on daily basis. The petitioner has appended the copy of the agreement also executed by the parties which discloses the approved rate on daily basis. For example, for 20 KVA at Bettiah, the approved rate of payment is Rs. 2700/- per day, for 15 KVA at Narkatiaganj the approved rate is Rs. 1700/ per day and for 15 KVA

at Bagaha the approved rate is shown to be Rs. 1700/- per day. If the work hour exceeds then the provision of payment for extra supply has been made in the contract.

The grievance of the petitioner is that despite the terms of agreement now the respondents are compelling the petitioner to receive payment on as per use on hourly basis which is violation of the terms and conditions of the agreement.

It is submitted that the authority concerned cannot unilaterally change the terms and conditions of the contract. Learned counsel has drawn the attention of this Court towards the letter of the District Magistrate-cum-District Registrar-cum-Chairman, SCORE, West Champaran at Bettiah dated 29.04.2014 contained in Annexure 4 communicating a decision that now payment would be made on per hour use basis. The petitioner has objected by filing his representation to it dated 04.05.2014 contained in Annexure 5 and, thereafter, other representations were filed, such as, Annexure 6. He has also approached the respondent authorities by filing representations contained in Annexures 7 and 9. However, it is submitted that now three cheques have been issued after calculating the amount on hourly supply basis which is in violation of the terms and conditions of the contract.

In above view of the matter, this writ application is being



disposed of with a direction to the respondent no. 2, i.e., the District Magistrate-cum-District Registrar-cum-Chairman, SCORE, West Champaran at Bettiah, to examine the matter and after consideration of the objections of the petitioner to take a decision in the matter. The decision should be speaking and reasoned one. If the respondent no. 2 comes to the conclusion that the petitioner's grievance is correct then he should make necessary correction and pass order for payment of the dues accordingly. If he comes to the conclusion that the petitioner's claim is to be rejected then a copy of such decision should be immediately communicated to the petitioner who would be at liberty to assail the same before the competent forum. It is expected that such decision would be taken within a period of six weeks from the date of receipt/production of a copy of this order.

(Dr. Ravi Ranjan, J)

SC/-

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