

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.13793 of 2010

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1. M/S Pariwesh having its registered Office at House No.253, Patliputra Colony, Patna-800013 through Ram Naresh Singh S/O Sri Nand Keshwar Singh, R/O Old G.T. Road, Near Bus Depot. , P.S. Aurangabad, Distt-Aurangabad, Distt-Bihar-824101
 2. Ram Naresh Singh S/O Sri Nand Keshwar Singh, R/O Old G.T. Road, Near Bus Depot. P.S. Aurangabad, Distt-Aurangabad, Bihar-824101
- Petitioner/s

Versus

1. The State of Bihar
 2. The Principal Secretary, Department of Health State of Bihar, New Secretariat, Patna
 3. The Director, State Health Society , Bihar Pariwar Kalyan Bhawan Shekhpura, Patna-800014
 4. The Special Secretary-Cum-Executive Director, State Health Society Bihar Pariwar Kalyan Bhawan, Shekhpura, Patna-800014
 5. The Commissioner Magadh Division, Gaya, Distt-Gaya
 6. The Regional Deputy Director, Health Services Magadh Division, Gaya, Distt-Gaya
 7. The District Magistrate -Cum-Chairman, District Health Society Aurangabad, Distt-Aurangabad
 8. The Civil Surgeon-Cum-Chief Medical Officer-Cum-Member Secretary, District Health Society Aurangabad, Distt- Aurangabad
- Respondent/s

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Appearance :

For the Petitioner/s : Mr. Rajeev Kumar Singh
For the Respondent/s : Mr. Prashant Pratap, G.P.6

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CORAM: HONOURABLE MR. JUSTICE BIRENDRA PRASAD VERMA
ORAL ORDER

3 03-04-2015

Heard.

The petitioners have filed the present writ petition under Article 226 of the Constitution of India seeking a direction to the respondents to pay the contractual dues to the tune of Rs. 36, 89, 475/- to the petitioners with statutory interest for different works, which the petitioners claim to have done during the period from 01.04.2008 to 31.03.2009 at 9 Primary Health Centres in the district of Aurangabad.

It is true that by letter dated 28th December, 2005 (Annexure-1) issued by the Special Secretary-cum- Executive



Director of State Health Society, Bihar, the District Magistrates of different districts including that of Aurangabad were communicated that the State Health Society, Bihar, has authorised the District Health Society to outsource the services of private partners for maintenance of services in the hospitals of the district including the primary Health Centres. The services to be outsourced were also indicated in that letter (Annexure-1) itself. However, before outsourcing the services of the private partners, it was directed that the District Health Society shall enter into a contract with such private partners, and payment was directed to be made from the funds available with the Rogi Kalyan Samiti. A copy of the draft contract conditions to be entered into with private partners was also enclosed.

Learned counsel appearing on behalf of the petitioner submits that in the light of the aforesaid letter/ order, work order was issued on 2.3.2006 by the competent authority outsourcing the services of the petitioners for maintenance of 9 Primary Health Centres in the district of Aurangabad. It is also claimed that the petitioners started the works of maintenance of these Primary Health Centres and payments have been made till 31.3.2008. However, the grievance of the petitioners is that though the petitioners' services have been taken for the period from 1.4.2008 to 31.3.2009, yet payments are not being made by the respondents. Hence, the present writ petition has been filed for issuance of direction for payments of contractual dues for the period in question.

Though the matter was argued at length, but despite repeated query, learned counsel appearing on behalf of the petitioners has not been able to show any document/ order, much



less the document of contract that for the period in question i.e. 01.03.2008 to 31.03.2009 any order was issued by the competent authority authorising the petitioners to provide the services at different primary Health Centre in the district of Aurangabad. However, learned counsel appearing on behalf of the petitioners submitted that oral orders were issued by the competent authorities and, therefore, services were provided by the petitioners. According to him, some enquiry was conducted and report was submitted, yet admitted dues of the petitioners have not been paid by the competent authorities.

Learned G.P.-6 appearing on behalf of the State authorities has opposed the prayer. According to him, in view of the fact that no document of contract has been produced by the petitioners for the relevant period showing their authorisation for providing the services in question, their claims cannot be said to be admitted one, rather that is within the domain of disputed question of facts. Hence, according to him, the petitioners are not entitled for the reliefs by this Court for a direction for payment of their contractual dues for the period in question.

Learned State counsel appears to be correct.

In absence of any valid order/document of contract authorising the petitioners for providing their services for maintenance of different Primary Health Centres in the district of Aurangabad, their claims cannot be gone into in the present proceeding filed under Article 226 of the Constitution of India. Entire claims of the petitioners on the basis of alleged oral orders are in teeth of the letter dated 28th December, 2005 (Annexure-1), which mandated for entering into a contract in the prescribed format, annexed with that letter.

In the result, the writ petition has to fail and is, accordingly, dismissed. However, the petitioners shall be at liberty to approach the appropriate court/forum for grant of appropriate reliefs.

(Birendra Prasad Verma, J)

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