IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.20246 of 2010

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Chandan Kumar (Director of Suraj Nirman Pvt. Ltd. Kaushalyan Estate, 202, Badarbagicha, Patna) S/O Late Ramanand Singh, a resident of Bandar Bagicha, P.S.-Kotwali, Distt.-Patna.

.... Petitioner/s

Versus

1. The State of Bihar
2. Chief Engineer, R.C.D. (Bihar), N.H. Wing, Patna.
3. Superintending Engineer, Central Circle, N.H.Division, Patna.
4. Executive Engineer, N.H.Division, Patna.

.... Respondent/s

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Appearance :
For the Petitioner/s : Mr. Raj Kumar, Advocate
For the Respondent/s : Mr. Ajay Kumar, AC to SC 17

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CORAM: HONOURABLE MR. JUSTICE BIRENDRA PRASAD VERMA
ORAL ORDER

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5 06-05-2015 Heard the parties.

The matter at issue is deduction of amount from the bills of the petitioner on account of delayed completion of contract works in the year 2006-07.

The contract for works, entered into between the petitioner and the respondents State, has been brought on the record as Annexure-2 to the writ petition. As per the terms of the aforesaid contract, execution of works was to commence on 12.01.2007 and work was required to be completed within three months.

Indisputably, the petitioner could not complete the work within the time prescribed. He did not file any petition within the aforesaid period of three months for extension of time. Under Clause 2 of the aforesaid contract it has been stipulated that if the work is not complete within the stipulated period of time, then suitable deduction shall be made from the bills of the contractor and the contractor will have to pay compensation as indicated in clause 2 of the aforesaid contract. However, the maximum possible deduction cannot exceed 10% of the total bills. In the present case, the deduction made from the bills of the petitioner does not exceed 10%. In the counter affidavit filed on behalf of the respondents it has been asserted that the deduction has been made in terms of Clause 2 of the condition of contract (Annexure-2).

In above view of the matter, this Court does not find any good ground to accede to the prayer made on behalf of the petitioner in the present writ petition. Hence, the writ petition has to fail and is, accordingly, dismissed.

(Birendra Prasad Verma, J)

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