

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.242 of 2015

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M/s Om Sri Construction through its working partner Pravin Kumar Jha,
son of Bhageran Jha, resident of village Lavapur Narain, P.S. Mahnar,
District Vaishali

.... Petitioner

Versus

1. The State of Bihar, through the Principal Secretary, Department of Water Resources, Govt. of Bihar, Patna
2. Principal Secretary, Department of Water Resources, Govt. of Bihar, Patna
3. Principal Secretary, Department of Minor Water Resources, Vikash Bhawan, Bailey Road, Govt. of Bihar, Patna
4. Project Coordinate Tubewell Wing, Bisheshwaraya Bhawan, Bailey Road, Patna
5. Chief Engineer, Tubewell, Muzaffarpur, Sherpur, Bypass Road, Muzaffarpur
6. Superintending Engineer, Tubewell Circle, Darbhanga
7. Executive Engineer, Tubewell Division, Begusarai

.... Respondents

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Appearance :

For the Petitioner/s : Md.Imteyaz Ahmad

For the Respondent/s : Mr. Devendra Kr Sinha

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CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA
ORAL JUDGMENT

2 19-01-2015 Heard learned counsel for the parties.

The prayer of the petitioner in this writ application reads as follows:

“That this is an application for issuance of appropriate writ, order or direction for directing the respondents to make the final payment of the work done by the petitioner in pursuance of contract entered into in between petitioner and respondents in pursuance of Tender Notification no. 04/2013-14 as well as to release the admitted amount.”

Though the petitioner claims in this writ application that the amount payable to it is an admitted amount but from the bare

reading of the representation of the petitioner it would transpire that there is a dispute between the parties as with regard to non-performance of the contract of the petitioner within the stipulated period of time. As a matter of fact from reading of the representation of the petitioner it also becomes clear that the payment of the petitioner has been withheld due to delay caused by it in completion of the work. Thus, it cannot be said that whatever has been claimed in this writ application is admitted payment.

In such a situation when the petitioner is bound by an inter-party agreement relating to works contract, the remedy for it will be only before the Arbitral Tribunal. Thus, this writ application is wholly misconceived and ill-advised and is, accordingly, dismissed.

Nothing said in this order, however, will come in the way of the petitioner in moving the Arbitral Tribunal for redressal of the grievance raised herein.

(Mihir Kumar Jha, J)

surendra/-

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