

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No. 3466 of 2011**

Shashi Shankar Roy, S/o Shyam Sunder Singh, R/o Village Konandpur,
P.S Pakribarawan, Distt. Nawadaah (Bihar) at present holding No.121
Bashadih, P.S Jasidih, Distt. Deoghar (Jharkhand)

---- **Petitioner****Versus**

1. The Department Of BSNL Raipur through the Chief General Manager Telecom, Raipur Distt. Raipur (CG)
2. The Chief General Manager Telecom BSNL Raiupt Distt. Raipur Cg
3. The General Manger BSNL at Raipur Cg
4. The Deputy General Manger Rural Office Of The General Manager BSNL Raipur Cg
5. The Divisional Engineer (Planning) BSNL Raipur Cg
6. The Divisional Engineer Telecom BSNL at Raipur Cg
7. The Sub Divisional Engineer Office Of General Manger Telecom Department at Raipur Cg
8. The Junior Telecom Officer Raipur Distt. Raipur Cg

---- **Respondents**

Shri Aman Kesarwani, Advocate for the Petitioner.
Shri RM. Solapurkar, Advocate for the Respondents.

Hon'ble The Chief Justice
Hon'ble Shri Justice P. Sam Koshy

Order On Board**Per Navin Sinha, Chief Justice****30/11/2015**

1. In this Writ Application filed on 19.4.2011, the grievance of the Petitioner is that against a bill of Rs.6,61,790/- for works performed under the contract, he has been paid only Rs.4,80,208/- on 13.9.2007. The further grievance is that the Bank guarantee amount has been wrongly withheld and forfeited by the Respondents.

2. Learned Counsel for the Respondents submitted that against the bill

submitted by the Petitioner, payment was cleared for Rs.5,32,204/- after deducting income tax @ 2.27 i.e. 12,801/- and performance security @7.5% i.e. 39,915/-. An amount of Rs.4,80,208/- only was found due payable and which has been paid. It was next submitted that the period for completion of works was one year and no extension was granted to the Petitioner. He did not complete works within the stipulated time committing breach resulting in forfeiture of the security deposit in accordance with the agreement.

3. We have considered the submissions. The claim in the Writ Petition is primarily a money dispute arising out of a contractual relationship. On the own showing of the Petitioner from the dates discussed hereinabove, the period of limitation of 3 years for preferring a money claim in a Civil Suit having expired before filing of the Writ Petition itself, the Petitioner cannot invoke the extraordinary jurisdiction to overcome the rigours of the Limitation Act to seek indirectly what is not available to him now directly.

4. We find no merit in the Writ Petition. It is dismissed.

Sd/-
(Navin Sinha)
CHIEF JUSTICE

Sd/-
(P. Sam Koshy)
JUDGE