IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11539 of 2016

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Raghunath Prasad, S/o Late Chirkut Sah, R/o village Khairimal, P.S. Pipra, District East Champaran, Motihari.

.... Petitioner

Versus

1. The State Bank of India through its Chairman,
2. The Regional Manager, State Bank of India, Regional Business office Sitamarhi, Club Road, Muzaffarpur.
3. The Chief Manager (Admin) State Bank of India, Regional Business office Sitamarhi, Club Road, Muzaffarpur.
4. The Chief Manager State Bank of India, Pipra, East Champaran, Motihari

.... Respondents

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Appearance :

For the Petitioner/s : Mr. Sharda Nand Mishra, Advocate

For the Respondent Bank: Mr. Kaushlendra Kumar Sinha and Mr. Sunil Kumar Singh, Advocates

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CORAM: HONOURABLE MR. JUSTICE RAMESH KUMAR DATTA

ORAL ORDER

3 12-08-2016 Heard learned counsel for the petitioner and learned counsel for the State Bank of India.

The petitioner seeks quashing of the letter dated 8.7.2016 issued by the Regional Manager, State Bank of India by which he has cancelled the contract for construction of the building of the Bank, which was awarded to the petitioner by letter dated 20.5.2016 for the purpose of construction of new premises of Jamunia Khairimal Branch and thereafter fresh tenders have been invited by notice published in the newspapers on 17.7.2016.

The Regional Office of the State Bank issued an advertisement on 6.12.2015 seeking proposal for construction of a new building for Jamunia Khairimal Branch in an area of 1500 sq.ft. Pursuant to the same several applications had been received, out of which the petitioner's offer was lowest. The petitioner had offered 4 Kathas of his land near the Jamunia Khairimal market stating that if the Bank would grant 2-3 months time he would construct a new building as per the Bank's specifications. Subsequently on 17.5.2016 a bid was held in which the petitioner turned out to be the lowest bidder and contract was accordingly given to him by letter dated 20.5.2016 of the Chief Manager (Admin.), Regional Business Office, Sitamarhi, Club Road, Muzaffarpur for construction of the premises as per the plan and specification of the Bank within 45 days from the date of issue of work order and plan from the Bank, stating that the petitioner was selected for construction of the premises for which he was provided the map and plan for construction of the premises for Jamunia Khairimal Branch and it was stipulated therein that the petitioner would complete the premises as per plan and specification of the Bank within 45 days from the date of issue of work order and plan from the Bank apart from the other terms and conditions. The details of the terms and conditions were mentioned in the said letter.

However, since the petitioner did not make any progress in the matter, he was communicated by the Bank authorities by the impugned letter dated 8.7.2016 of the Regional Manager of the Bank that the work order awarded to the petitioner was cancelled, stating further that the work order was awarded to the petitioner by letter dated 20.5.2016 and the new premises was to be handed over to the Bank within 45 days, i.e., before 5.7.2016 but the petitioner did not start work despite repeated request to him. The site was inspected on 10.6.2016 and 16.6.2016 by the Branch Officials and it was found that no work progress was made and no excavation was done and even materials required for construction were not stored at the site. Show cause notice was issued to the petitioner on 18.6.2016 as to why the contract awarded to the petitioner be not cancelled and by letter dated 8.7.2016 the contract of the petitioner was cancelled stating that on visit to the site it was found that after lapse of more than 45 days no more progress other than excavation and piling up to the ground had been made despite regularly following up. Accordingly, a Committee of the Bank consisting of Chief Manager (Admin.), RBO, Sitamarhi, Regional Manager, RBO, Sitamarhi and Bank Engineer, Zonal Office, Muzaffarpur unilaterally decided to cancel the work order awarded to the petitioner and to advertise in local newspapers for new site through fresh tender process.

Learned counsel for the petitioner submits that upon receipt of the show cause notice dated 18.6.2016 on 20.6.2016 the petitioner had filed his reply to the said show cause on 21.6.2016 stating therein that he was ready to handover the premises of the Bank within 45 days for which he had already given advance to the various vendors for different materials and requested the Bank to issue work order and grant loan so that he could handover the premises to the Bank within 45 days.

It is evident from a consideration of the stand of the petitioner that after having obtained the contract of the Bank, which was clearly meant to operate as the agreement, as it was stated therein that considering the fact that after coming out with the detailed terms and conditions, including work order and plan provided to the petitioner, request was made by the Bank Officials to the petitioner to carry out the construction work in terms of the specification of the Bank and further it was stated therein to acknowledge the plan and terms and conditions of the agreement with a copy of the letter. It is thus evident that letter dated

20.5.2016 itself was to be the final agreement between the parties and no further action was required from the Bank. The intention of the petitioner is clear from the reply to the show cause filed on 21.6.2016 in which the petitioner sought loan and work order from the Bank for the construction of the premises but it does not appear to be part of the agreement between the parties.

Be that as it may, the dispute raised by the petitioner appears to be of a purely contractual nature and the petitioner is also unable to show any arbitrariness in the action on the part of the respondent Bank.

In the above circumstances, the writ application does not appear to be maintainable and the petitioner, if at all aggrieved by the action of the Bank, ought to have taken recourse to appropriate statutory remedies in the matter.

The writ application is, accordingly, dismissed with liberty to the petitioner to take recourse to appropriate statutory remedies as may be advised.

(Ramesh Kumar Datta, J)

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