

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.60 of 2016

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Kaimuranchal Vikash Samiti through Secretary Arun Kumar Upadhayaya
son of Sri Dhanushdhari Upadhayaya, resident of village Baramuli, P.S.
Sonhan, District Kaimur at Bhabhua

.... Petitioner/s

Versus

1. The State of Bihar
2. The Chairman, Nagar Parishad, Sasaram
3. The Executive Officer, Nagar Parishad, Sasaram
4. The District Magistrate, Sasaram

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Alok Kumar Chaudhary, Adv.
Mr. Kulanand Jha

For the Respondent/s : Mr. Yogendra Pd. Sinha- AAG15

For the Nager Parishad : Mr. Vijay Shankar Upadhayay, Adv.

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CORAM: HONOURABLE MR. JUSTICE JYOTI SARAN
ORAL ORDER

3 30-06-2016 Heard Mr. Alok Kumar Chaudhary, learned counsel for the
petitioner, Mr. Vijay Shankar Upadhayay, learned counsel for the
Nagar Parishad, Sasaram and learned counsel for the State.

Although the petitioner has questioned the order bearing
Memo No.1771 dated 13.10.2015 passed by the Executive Officer,
Sasaram whereby the contract entered in between municipality
and the petitioner has been cancelled inter alia on grounds of non
satisfactory work being discharged by the petitioner, but when the
matter is taken up for consideration, Mr. Chaudhary has restricted
his prayer to the relief prayed by the petitioner made in para 1(B)
requesting the respondents to make payment of the admissible
amounts to the petitioner for the work discharged in between the



period 22.6.2015 to 4.6.2015. While it is the stand of Mr. Chaudhary appearing for the petitioner that there was no laches on the part of the petitioner in carrying out the cleaning work and that it is on account of delayed payment by the municipality which forced the petitioner to withdraw from the contract, since his employees were not willing to work without payment and for which he represented before the Executive Officer on 8.10.2015 vide Annexure-5, on the other hand it is argument of Mr. Upadhyaya appearing for the municipality that the letter dated 8.10.2015 of the petitioner in fact is a defence against the show cause notice dated 29.9.2015 of the municipality impugned at Annexure-6. It is not in dispute that the petitioner responded to that show cause vide Annexure-7 but has met with the order of cancellation of contract impugned at Annexure-8 bearing Memo No.1771 dated 13.10.2015. One thing which is manifest in the contest is that even though the show cause impugned at Annexure-6 merely requires the petitioner to give explanation to the issues mentioned and is not a show cause against a cancellation yet the order impugned dated 13.10.2015 rests on the said show cause for resending the contract.

Be that as it may, since the petitioner also has since withdrawn from the contract as indicated by him vide letter dated

8.10.2015 hence this Court would not enter into the validity of the order of cancellation of contract rather in view of the relief prayed by the petitioner as advanced by Mr. Chaudhary, this Court would dispose of the writ petition with the direction to the Executive Officer, Nagar Parishad, Sasaram to consider the prayer of the petitioner for payment of his bills for the period of the contract existing in between 22.6.2015 to 4.10.2015 and dispose of the same in accordance with law within a maximum period of 3 months.

(Jyoti Saran, J)

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