

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.12238 of 2015

Along with

Interlocutory Application No. 2238 of 2016

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M/s Jascon Enter Build Ltd. 0/8 Jascon Plaza, 4H/C, Circular Road Ranchi,
Jharkhand through its Director (Finance) Namely Amarkesh Kumar s/o Sri
Akhilesh Pandey Address - 3/5 Maharaja Kameshwar Complex, Fraser Road, P.S.
Kotwali, District Patna-800001.

.... Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Rural Development Department, Government of Bihar, Patna.
2. The Chief Engineer, Rural Works Department, Government of Bihar, Patna.
3. The Superintending Engineer, Rural Works Department, Works Division, Patna.
4. The Executive Engineer, Rural Works Department, Works Division, Patna.
5. The Branch Manager, Union Bank of India, Doranda, Branch, Ranchi.

.... Respondent/s

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Appearance :

For the Petitioner/s :

For the Respondent/s :

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CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH

ORAL JUDGMENT

Date: 16-03-2016

Heard learned counsel for the parties.

The petitioner has moved the Court for quashing Letter

No. 1093 dated 04.06.2015 issued by the respondent no. 4 by which request has been made to the Union Bank of India, Doranda Branch, Ranchi (hereinafter referred to as the 'Bank') for issuance of Bank Draft against the bank guarantees furnished by the petitioner.

Learned counsel for the petitioner submits that the said impugned notice was issued on 04.06.2015 whereas the certificate issued by the respondent no. 4 himself dated 03.08.2015 clearly shows that the petitioner has completed the work and his work was satisfactory. He refers to copies of the Letters No. 1534 and 1535 both dated 03.08.2015 in support of such contention. He further submits that the bank guarantees which are now sought to be encashed relate to the work indicated in the aforesaid two letters and thus the petitioner having discharged his obligation to complete the work and also performed it satisfactorily till the mandatory maintenance period, the encashment of his bank guarantees is arbitrary and illegal. Learned counsel has also filed Interlocutory Application No. 2238 of 2016 for early hearing of the case which having become infructuous stands disposed off.

Learned counsel for the State, despite having been granted six weeks time on 01.012.2015, has not filed any counter affidavit and even the Bank has done the same, though copies of the writ petition were served on them on 06.08.2015.

Having considered the facts and circumstances of the case and submissions of learned counsel for the parties, the writ petition stands disposed off with a direction to the State respondents to look into the matter and if it is found that letters dated 03.08.2015 relate to the work in question for which impugned order has been issued, they shall withdraw the same and further if they have encashed the bank guarantees, the amount shall be refunded to the petitioner within four weeks from the date of production of a copy of this order before the respondent no. 4.

(Ahsanuddin Amanullah, J)

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