

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.10735 of 2011

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1. M/S Vikash Engineering Company through its Managing Partner Sanjay Kumar son of Late Rajmani Prasad, resident of 124B/Road No.2, Rajendra Nagar, Patna-800016.
 2. Sanjay Kumar son of Late Raj Mani Sinha, R/o Mohalla- Rajendra Nagar, P.S. – Kadam Kuan, District- Patna.

.... Petitioners

Versus

1. Union of India through Financial Advisor and Chief Administrative, works project, east Central Railway, Chamber Bhawan, J.C. Road, Patna.
2. Chief Administrative Officer, Workshop Project, Chamber Bhawan, J.C. Road, Patna.
3. Deputy Chief Engineer-IV, Workshop Project, Chamber Bhawan, J.C. Road, Patna.
4. Asstt. E.N. III, Central Railways Workshop Project, Patna.
5. S.S.E. (Works), CRWP, Harnaut.

.... Respondents

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Appearance :

For the Petitioners : M/s. Ashok Kumar Chaudhary and
Anil Kumar Tiwary, Advocates
For the Respondents : Mr. Anil Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 21-04-2016

Heard learned counsel for the petitioners and learned counsel for the State.

2. The present writ petition has been filed for quashing the contract termination notice issued by the respondent no.3 vide letter No.2009/workshop project/Eng./W.T.-14 (open)/545 dated 16.5.2011 whereby and whereunder the contract and agreement for completion of the assigned work has been terminated with effect from 31.3.2011 and for final measurement of work already done at the site and for a direction to the respondents to prepare the final bill in pursuance to the final measurement of work done at the site and make

over the payment to the petitioner.

3. It is submitted on behalf of the petitioners that timely progress in the work awarded to the petitioner could not be made by reason of failure on the part of the respondents to fulfill their reciprocal promises under the agreement. It is submitted that despite the same, the petitioner commenced the work and completed a substantial part thereof to the extent of about 65-70%.

4. Be that as it may, learned counsel for the petitioners at the time of hearing, confines the relief sought for a direction to the respondents for making payment of the dues in respect of work done by the petitioner according to final measurement already made (Annexure-13).

5. Learned counsel for the Railways, on the other hand, relies on the counter affidavit in support of his submission that no fault can be found with the action taken by the respondents in terminating the contract of the petitioner.

6. As regards payment of dues to the petitioner, learned counsel for the respondents expresses that the same would be made in accordance with the provisions of General Conditions of Contract.

7. In view of the nature of the grievance of the petitioner and the stand of the parties on the issue of payment of dues for the work done by the petitioner, this writ petition is disposed of with consent of the parties, granting liberty to the petitioner to

approach the Deputy Chief Engineer-IV, Workshop Project, Chamber Bhawan, J.C. Road, Patna (respondent no.3) with a fresh representation for redressal of his grievances. If any such representation is filed within a period of three weeks from today, the same shall be considered and disposed of, ensuring payment to the extent found due to the petitioner, within a period of six weeks from the date of receiving the petitioner's representation. Any delay in payment of the admitted amount beyond the stipulated period as stated above, shall entitle the petitioner to receive payment together with simple interest at the rate of 9% per annum on the admitted dues calculated from the date when the amount became due till the date of its actual payment. In case the petitioner's claim is found inadmissible, whether in whole or in part, the petitioner's representation shall be disposed of by a speaking order in that regard.

8. It is made clear that this Court is not expressing any opinion on the merits of the claim of the petitioner.

(Vikash Jain, J)

N.H./-

AFR/NAFR	NAFR
CAV DATE	
Uploading Date	27-04-2016
Transmission Date	