

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.7549 of 2016

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1. Schiller Healthcare India Pvt. Ltd., presently having its registered Office on 2nd Floor, Advance House, Makwana Road, Marol Naka Metro Station, Andheri (E), Mumbai 400059 and its Regional Office at 4-A/23, Jagdamba Path, North S.K. Puri, Boring Road, Patna- 800013. through its Regional Sales Manager, Sri N.K. Jha.

.... Petitioner/s

Versus

1. The State of Bihar through the Chief Secretary, Government of Bihar, Old Secretariat, Patna- 800015.

2. The Principal Secretary, Department of Health, Medical Education-cum-Family Welfare Department, Government of Bihar, New Secretariat, Patna- 800015.

3. Bihar Medical Services & Infrastructure Corporation Ltd, (A Govt. of Bihar Undertaking) through its Managing Director, 5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna 800001.

4. The Managing Director, Bihar Medical Services & Infrastructure Corporation Ltd, (A Govt. of Bihar Undertaking), 5th Floor, Biscomaun Bhawan, Gandhi Maidan, Patna 800001.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Amit Shrivastava, Adv.

For the Respondent/s : Mr. Prabhat Kumar Singh, SC12

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CORAM: HONOURABLE MR. JUSTICE JYOTI SARAN
ORAL ORDER

2 11-05-2016 In the nature of the order this Court proposes to pass, it would not require to enter deep into the contest. Suffice it to say that following a tender notice present at Annexure-1 issued by the Bihar Medical Services and Infrastructure Corporation Ltd. (hereinafter referred to as 'the Corporation'), applications were invited for supply of hospital equipments and following which the petitioner submitted his tender present at Annexure-2. The contract was awarded for supply of adult ventilators on 17.8.2013 by the Corporation present at Annexure-3 and which was reduced



into an agreement vide Annexure-3/A. The rates for supply is mentioned in the agreement. There is no dispute until this. In fact, every thing has proceeded in order and the petitioner following the agreement entered in between the parties had made supply of ventilators quantified at Rs. 12,23,51,250.00 for which he has received payments to the tune of Rs.4,56,10,688.00. The grievance is that the balance payment of Rs. 7,67,40,562/- remains pending since 2013 and despite repeated representations ultimately resulting in a legal notice yet the Corporation has not moved hence this writ petition.

I have heard Mr. Amit Srivastava, learned counsel for the petitioner and Mr. Prabhat Kumar Singh, S.C.12 who also accepts notice and appears for the respondent Corporation. Since there is no dispute as regarding the award of contract as well as the supplies effected following the agreement entered in between the parties and even part payment has been received by the petitioner albeit 3 years back, prima facie this Court would not appreciate the delay in payments to the petitioner and if the petitioner is found entitled to the amounts for the supplies effected, a two years delay period is inexplicable. However, in the nature of grievance so raised, I deem it fit and proper for the present to direct the Managing Director respondent No.4 of the Corporation to consider

the grievance of the petitioner as discussed in the writ petition and as also taken note of herein above and dispose of the same within a period of three months from the date of receipt/production of a copy of the order. It goes without saying that whatever dues that are found admissible to the petitioner be paid within the same period and any amount which according to the Managing Director is not found admissible for the reasons so attributed should be disposed of by speaking order to be passed only after opportunity of hearing to the petitioner. The disposal of the claim either by payment or by speaking order has to be done within the period stipulated above.

The writ petition is accordingly disposed of.

(Jyoti Saran, J)

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