

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.10555 of 2015

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M/s Singh Construction Class IA, Government Contractor represented by
Proprietor Ashok Kumar Singh S/o Sri Bhuneshwar Singh, resident of Rajnee
Chowk, Purnia, P.S.- K Hat, District- Purnia.

.... Petitioner

Versus

1. The State of Bihar, through the Principal Secretary, Road Construction
Department, Government of Bihar, Patna.
2. The Secretary, Road Construction Department, Bihar, Patna.
3. The Engineer in Chief, Road Construction Department, Bihar, Patna.
4. The Superintendent Engineer, Road Construction Department, Road Circle
Purnea.
5. The Executive Engineer, Road Construction Department, Road Division,
Purnea.

.... Respondents

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Appearance:

For the Petitioner/s : Mr. Ram Shankar Das, Adv.
For the Respondent/s : Mr. S.Raza Ahmad, A.A.G.-5
Mr. Bijoy Kumar Sinha, A.C. to A.A.G.-5

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 14-02-2017

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

2. In this case, the petitioner is making prayer for
quashing the letter No.763 dated 25.06.2015 issued by the
Executive Engineer, Road Construction Department, Road
Division, Purnea, whereby he has forfeited the Security Deposit/
Performance Guarantee by rescinding the agreement No.



06SBD/2009-10. The petitioner further prayed to direct the respondents to pay the entire dues, amounting Rs.80-85 lakh, which is admitted dues as per agreement and work discharged by him.

3. The short facts of this case are that the petitioner was allotted the work for the construction of the road vide agreement No.6F2 2009-10 for widening and strengthening of Bhawanipur Rahpura Ghat (Vijay hat) 0 to 11 kms. As per the claim of the petitioner he has carried out the work in terms of the Work Order, but in the Counter affidavit volumes have been stated in what manner the petitioner has done the work. There is an allegation that he did not carry out the work properly as well as under the agreement he was to maintain the road, but he failed to do so. In the counter affidavit the State has taken a plea that instead of filing this writ application, the petitioner should have approached the Tribunal constituted under the Bihar Public Works Contracts Disputes Arbitration Tribunal Act, 2008.

4. These are the disputed questions of fact cannot be decided in this proceeding. It can only be decided by the Tribunal. The petitioner, if so advised, may approach the Tribunal constituted under the Bihar Public Works Contracts Disputes Arbitration Tribunal Act, 2008 for redressal of his grievance.



5. Accordingly, this writ application is dismissed with the aforesaid liberty.

(Shivaji Pandey, J)

pawan/-

AFR/NAFR	N.A.F.R.
CAV DATE	N/A
Uploading Date	15.02.2017
Transmission Date	N/A

