

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.12290 of 2015

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1. Vishava Manav Chetana Sangh, through Arvind Kumar Verma, the General Secretary S/o Late Jhagaru Prasad Resident of Mohalla Murlihill Station Road, P.S. Kotwali, District Gaya.

.... Petitioner/s

Versus

1. The South Bihar Power Distribution Company Ltd. through M.D., Vidyut Bhawan, Baily Road, Patna.
2. The Chief Engineer (Project-I), SBPDCL, Vidyut Bhawan, Bailey Road, Patna.
3. The Electrical Superintending Engineer, Electrical Supply Circle, Magadh Division, Gaya.
4. The Electrical Executive Engineer, Electrical Supply Circle, Magadh Division, Gaya.
5. The Electrical Assistant Engineer, Electric Supply Circle, Magadh Division, Manpur, Gaya.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Chakrapani, Adv.
Mr. Prithivi Raj Singh, Adv.
For the Respondent/s : Mr. Vinay Kirti Singh, Adv.

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CORAM: HONOURABLE MR. JUSTICE JYOTI SARAN

ORAL JUDGMENT

Date: 09-02-2017

Heard Mr. Chakrapani, learned counsel for the petitioner and
Mr. Anand Kumar Ojha, learned counsel for the respondent.

A dispute as regarding the payment of bill raised by the petitioner is the subject matter of the writ petition. The petitioner had earlier come in C.W.J.C.No.9642 of 2013 raising similar issues and this Court in consideration of the nature of grievance disposed of the writ petition allowing the petitioner to file a comprehensive representation together with the details of the dues which were



pending for payment before the appropriate authority who were accordingly directed to make payment of the admissible dues and dispose of the claim, if not found admissible, by a speaking order. The failure on the part of the respondents to take appropriate steps led to the filing of the contempt application arising from M.J.C.No.333 of 2015 and since in the meantime an order was passed that the contempt application was disposed of. The order disposing of the claim is now put to challenge in this writ petition.

Mr. Chakrapani learned counsel for the petitioner while admitting that of the four agreements entered into between the parties, the payment in respect of agreement No.(iii) has been received by the petitioner submits that the payment in respect of the remaining three agreements, has been rejected on non-est grounds. The order impugned reflects that while the respondent no. 2, does admit that the petitioner has worked under Agreement No.(iii) but it is also mentioned that he has not discharged his obligation under the remaining three agreements which opinion of the respondents is being contested by the petitioner before this Court.

There being a clear dispute on facts as to whether or not the petitioner has discharged his obligation cast under Agreement Nos.(i),(ii) and (iv), such dispute cannot be decided on the basis of affidavits and would require an appreciation of evidence which is



clearly beyond the exercise of jurisdiction under Article 226 of the Constitution of India.

Considering the nature of dispute involved which is clearly contractual, the writ petition is disposed of with liberty to the petitioner to raise his grievance before the appropriate forum if so advised.

(Jyoti Saran, J)

Bibhash/-

AFR/NAFR	NAFR
CAV DATE	NA
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