

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.1944 of 2018

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1. Sashi Bhushan Kumar, S/o Narsing Narayan, Resident of Village- Chiraily, P.S.-
Khizarsarai, District- Gaya.

.... Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary Education, Govt. of Bihar,
Patna.
2. The Principal Secretary Education, Govt. of Bihar, Patna.
3. The District Magistrate, Gaya.
4. The District Superintendent of Education, Gaya.
5. The District Programme Officer (Primary Education & Sarba Siksha Abhiyan)
Pipra Kothi, Gebal Bigha More, Gaya (Bihar Education Project) Gaya.
6. The Block Education Officer, Khizar Sarai, Gaya.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Sudha Chandra
Mr. Surendra Kr. Singh, Advocate
For the Respondent/s : Mr. A.R. PANDEY- AAG15

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR UPADHYAY

ORAL JUDGMENT

Date: 23-03-2018

Heard learned counsel for the petitioner, counsel appearing on
behalf of the State.

Learned counsel appearing on behalf of the petitioner submitted
that the respondents have reduced and engaged the petitioner as
contractor in place of Teacher, by entrusting the petitioner, the head
master of the school to carry construction. For that purpose, Rs.12 lakk
and odd was allocated to the petitioner. Learned counsel submits that the
petitioner has already completed construction work worth Rs.12,78,000/.
It is submitted that the respondents have arbitrarily fastened financially
liability on the petitioner without proper measurement of the work



completed. He submits that in the process of construction, the petitioner has advanced money to the supplier for supply of construction material and more than Rs.1,50,000/- is lying in the account of the Vidyalaya Siksha Simiti. Referring to page 19, he submits that several teachers have been granted advance through cheque in connection with the construction work including construction of boundary wall. In the peculiar facts and circumstances, he submitted that this Court may dispose of the writ application with a direction to the District Programme Officer to arrange measurement of the construction completed by the petitioner and after also for up-to-date accounting, if anything is payable by the petitioner on fresh measurement and accounting, he undertakes to pay the same within a period of two months from the date of such determination by a fresh measurement in presence of the petitioner. He submits that the entire action against the petitioner in the present case is illegal, arbitrarily and not supported by proper accounting and proper measurement. The petitioner may demonstrate the fallacy in the measurement and accounting if measurement and accounting is done in presence of the petitioner.

Considering the totality of the facts situation where the teachers has been made contractor and they have been allocated fund by the respondent not for teaching activities but activities other than teaching including construction work. In the aforesaid circumstances, respondents are required to undertake fresh measurement in presence of



the petitioner and also required to undertake proper accounting of the financial liability of the petitioner.

In view of the above, the writ petition is disposed of with a direction to the respondent No.5 to provide opportunity to the petitioner to participate in the joint measurement of the construction completed by the petitioner within a period of one month from today and after the fresh measurement, the respondents are required to arrangement proper accounting of the financial liability of the petitioner and thereafter fix the financial liability by raising a fresh demand within a period of one month of the measurement and once the financial liability is determined by the respondents in presence of the petitioner, the petitioner, as his counsel, has assured this Court, shall pay entire liability within a period of two months from the date of such determination. The respondents are granted liberty to raise fresh demand and in the event the petitioner failed to make payment of the fresh demand after fresh measurement and calculation of the financial liability, the respondent shall be at liberty to take all coercive against the petitioner. Until further order, the respondents are restrained from taking any coercive action against the petitioner.

Sanjeev/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	
Transmission Date	

(Anil Kumar Upadhyay, J)

