

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.9094 of 2018

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Green Leaf Energy Pvt. Ltd., through its Director Sri Manish Dayal son of Late B. Dayal, aged about 41 years, Resident of 141 A.P. Colony, P.S. Rampur, District- Gaya. The Company is having its registered office at Care of Meena Dayal Plot no. 309, 310 and 311 near Middle School, Kothwara, Dobhi, Gaya (Bihar) 823001

.... Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Department of Rural Development, Government of Bihar, Patna.
2. The Principal Secretary, Department of Rural Development, Government of Bihar, Patna.
3. The Bihar Rural Development Society, Government of Bihar, India.
4. The District Magistrate, Lakhisarai.
5. The DDC, Lakhisarai.
6. The Program Officer Block-Halsi, District- Lakhisarai.
7. The Program Officer Block-Ramgarh Chowk District- Lakhisarai.
8. The Program Officer Block-Chanan District- Lakhisarai.
9. The Program Officer Block-Lakhisarai Sadar, District- Lakhisarai.
10. The Program Officer Block-Surajgarha District- Lakhisarai.
11. The Program Officer Block-Barahiya, District- Lakhisarai.
12. The Accountant, Block Office, Block Halsi, District- Lakhisarai.
13. The Accountant, Block Office, Block- Ramgarh Chowk, District- Lakhisarai.
14. The Accountant, Block Office, Block- Chanan, District- Lakhisarai.

.... Respondents

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Appearance :

For the Petitioner : Mr. Nikhil Kumar Agrawal, Advocate
Mr. Aakash Keshav, Advocate.
For the Respondents : Mr. Anjani Kumar, AAG 4
Mr. Sanjay Prasad, AC to AAG-4

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 18-05-2018

Heard learned counsel for the petitioner as well as
learned counsel for the respondents.

2. This matter has been taken up out of turn on the
request of learned counsel for the petitioner for payment of its
outstanding dues.



3. It is submitted that the petitioner being a facilitator for the implementation of social forestry/agro-forestry under MGNREGA has completed the work in terms of the agreement dated 30.01.2015 with regard to supply of material i.e. plants and gabion but despite the same, an amount of Rs. 1,19,78,000/- remains outstanding for payment.

4. Learned counsel for the respondents appears and has been heard.

5. Having regard to the nature of the grievances of the petitioner and with consent of the parties this writ petition is disposed of, granting liberty to the petitioner to approach the District Magistrate, Lakhisarai (Respondent No. 4) with a fresh representation raising all the points for redressal of its grievances. If any such representation is filed within a period of two 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 6% 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.

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

(Vikash Jain, J)

B.T/-

AFR/NAFR	NAFR
CAV DATE	N.A.
Uploading Date	21.05.2018
Transmission Date	N.A.

