

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.15279 of 2018

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M/s Maa Tapeshwari Construction Pvt. Ltd. Through Its Director Namely
Deepak Kumar Son of Kamta Singh, Resident of Village-Singh Kothi Deo,
Police Station-Deo District-Aurangabad.

... .. Petitioner/s

Versus

1. The State of Bihar Through the Principal Secretary, Irrigation Department,
Govt. of Bihar, Patna.
2. The District Magistrate, Aurangabad.
3. The Chief Engineer, Department of Irrigation, Aurangabad.
4. The Superintendent Engineer, Sone High Level Canal Project, Aurangabad.
5. The Executive Engineer, Sone High Level Canal Project, Aurangabad.
6. The Assistant Engineer, Sone High Level Canal Project, Aurangabad.
7. The Junior Engineer, Sone High Level Canal Project, Aurangabad.
8. The Accounts Officer, Sone High Level Canal Project, Aurangabad.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Kamendra Pd. Singh
For the Respondent/s	:	Mr. Anjani Kumar- Aag4

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CORAM: HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH
ORAL JUDGMENT

Date : 27-09-2018

The present writ petition has been filed for directing the respondents to return back N.S.C. of Rs. 1,05,000/-, which is said to have been deposited by the petitioner as security at the time of undertaking the contract work. The petitioner has further prayed for payment of a sum of Rs. 1,28,000/- which was deducted by the respondents and has not been paid back to the petitioner herein.



2. The learned counsel for the petitioner has submitted that the respondents are required to be directed for payment of the aforesaid amounts being withheld by the respondents.

3. Per contra, the learned counsel for the respondents has submitted that the present writ petition is fit to be dismissed on the ground of delay and laches inasmuch as the petitioner is seeking payment for a contract work of the year 2006-07 by filing the present writ petition in the year 2018. It is further submitted that even otherwise, the present writ petition is not maintainable in view of the fact that the petitioner has to either approach a competent court of civil jurisdiction for enforcement of the contract or avail the alternative dispute redressal mechanism, as provided for in Clause 23 of the agreement.

4. I have heard the learned counsel for the parties and perused the materials on record and I find that the present writ petition has been filed belatedly after a huge delay of several years, hence, the instant petition is fit to be dismissed on the ground of gross delay and laches on the part of the petitioner in approaching this Court.

5. It is a well settled law that the High Court in a writ jurisdiction under Article 226 of the Constitution of India is precluded from entertaining petitions filed for enforcement of



contractual rights and obligations particularly, where the claim is contested and adjudication of the dispute requires inquiry into facts. Reference in this regard be had to the judgments reported in *(1969) 2 SCC 782 (Mohammed Hanif v. The State of Assam)*, *(1972) 4 SCC 781 (Banchhanidhi Rath v. The State of Orissa & Others)*, *(1980) 4 SCC 556 (Smt. Rukmanibai Gupta v. Collector, Jabalpur & Others)*, *1993 Supp (3) SCC 635 (Food Corporation of India & Others v. Jagannath Dutta & Others)*, *(1999)4 SCC 43 (State of H.P. v. Raja Mahendra Pal & Others)*, *(2002) 1 SCC 216 (State of Bihar & others vs. Jain Plastics and Chemicals Ltd.)* and *(2003) 7 SCC 410 (National Highways Authority of India vs. Ganga Enterprises and Another)*.

6. In the present case even the final bill has not been prepared as well as the entire situation is fluid and disputes require inquiry into facts, which this Court cannot undertake, thus, the present writ petition is dismissed not only on the ground of delay and laches on the part of the petitioner in approaching this Court but also on account of the present writ petition being not maintainable in view of the judgments rendered by the Hon'ble Apex Court, referred to hereinabove in the preceding paragraphs whereby and whereunder the writ courts have been precluded



from entertaining writ petitions in matters of enforcement of contractual rights and obligations.

(Mohit Kumar Shah, J)

ajay gupta/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	11.10.2018
Transmission Date	NA

