

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.9538 of 2017

=====

Ashutosh Kumar son of Sri Krishna Kumar Singh, Resident of Kamal Nagar Colony, Mirjan Hatt, P.O. Mirjan Hatt, P.S.- Babarganj, District- Bhagalpur.

... .. Petitioner/s

Versus

1. The State Of Bihar through the Chief Secretary, Government of Bihar, Patna
2. The Principal Secretary, Rural Works Department, Government of Bihar, Patna.
3. The Engineer-in-Chief-cum-Additional Secretary-cum-Special Secretary, Rural Works Department, Government of Bihar, Patna
4. The Chief Engineer-2, Rural Works Department, Government of Bihar, Patna.
5. The Superintending Engineer, Rural Works Department, Work Circle, Bhagalpur.
6. The Executive Engineer, Rural Works Department, Works Division, Bhagalpur.

... .. Respondent/s

=====

Appearance :

For the Petitioner/s : Mr. S.B.K. Manglam, Advocate
For the Respondent/s : Mr.Smt.Archana Meenakchee -Gp6

=====

CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

2 15-02-2019 Heard learned counsel for the petitioner and learned counsel representing the State.

The petitioner in the present case is seeking a direction to the respondent authorities to pay his claim amount of Rs. 11,00,000/- which he says is the remaining amount of contractual dues for carrying on the contract work for construction of Kabirpur Railway Over Bridge to Karaila road, Package No. BR-06R-152.

According to learned counsel, the differential amount has become due to the petitioner because of change in the lead of stone chips from from Shahkund Mines to Mirza Chowki



Mines.

A counter affidavit has been filed on behalf of the State in which a stand has been taken that the enhancement of the costs due to change in the lead would be in violation of the agreement and the provisions made in the SBD. It is the stand of the respondents that no change of rate/price because of the change in the lead is permissible as per the agreement of the said work.

In the given facts and circumstance of the case where the claim of the petitioner has been disputed in the counter affidavit, and it is submitted before this Court that the agreement contains an arbitration clause, this Court is not willing to go into the merit of the contentions raised before this Court.

It will be open for the parties to invoke the dispute resolution mechanism provided in the agreement itself. To that extent there will be liberty to the petitioner.

This application is disposed off accordingly.

(Rajeev Ranjan Prasad, J)

avin/-ved

U			
---	--	--	--

