

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.3882 of 2019

=====

Ashok Kumar Chaudhary S/o Mahabir Prasad Chaudhary Resident of
Mahabir Nilay, Aghoiya Bazar Chowk P.S- Kazi Mohamadpur District-
Muzaffarpur

... .. Petitioner/s

Versus

1. The Vice Chancellor, B. R. Ambedkar Bihar University
2. The Registrar, B. R. Ambedkar Bihar University, Muzaffarpur
3. The Principal, R.C.C College, Sakra, Muzaffarpur
4. The Executive Engineer, B. R. Ambedkar Bihar University, Muzaffarpur

... .. Respondent/s

=====

Appearance :

For the Petitioner/s	:	Mr. Pradhan Murli Manohar Prasad with Mr. Raju Kumar, Advocates
For the University	:	Mr. Zaki Haider, Advocate

=====

CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH
ORAL JUDGMENT

Date : 27-05-2019

Heard learned counsel for the petitioner and learned
counsel for the B. R. A. Bihar University (hereinafter referred to as
the ‘University’).

2. The petitioner has moved the Court for the following
relief:

*“That the petitioner craves indulgence of this Hon’ble
court for issuance of appropriate
writ(s)/Direction(s)/Order(s) to the Respondents
commanding them to pay the admitted outstanding
amount of Rs. 3,50,000/- (Rupees Three Lac Fifty
thousand only) including the amount of the Security
Deposit and the earnest money and Advance amount
with the interest at the rate of 18% per annum against
the work has been done by the petitioner as per work*



order vide Agreement No. F2-343 of 2008-09 of Rs. 49,00,000/- dated 24-01-2009 at the earliest for which the petitioner is entitled to.”

3. The petitioner has executed certain works for the University in question. However, the contention is that still Rs. 3,50,000/- remain to be paid to him.

4. From the counter affidavit, it transpires that the petitioner had asked for closure of the agreement by letter dated 10.06.2013.

5. Learned counsel for the petitioner submitted that despite him having worked for closure of the agreement due to the fact that his 4th on account bill submitted in May, 2010 was paid in November, 2010, i.e., after great delay and cost of materials also having escalated, the University did not take any decision on the same, due to which he again wrote to the University on 08.11.2011 for closure of the agreement which was followed by letter dated 06.03.2017 requesting the University to treat the 4th on account bill as final bill and refund the earnest money and security deposit to the petitioner. Learned counsel submitted that till date the University has not taken any action in the matter.

6. Learned counsel for the University submitted that the Competent Authority of the University has to pass orders for closure of the agreement and refund the earnest money and



security deposit to the petitioner subject to return of the outstanding materials or its recovery as per Rules. On a query of the Court, as to why such order of the Competent Authority of the University is not being passed till date, learned counsel had no answer.

7. Having regard to the aforesaid, the Court has no hesitation to observe that the authorities of the University are behaving in a highly arbitrary manner. A discretion on the part of the petitioner asking for closure of the agreement on valid grounds i.e, inordinate delay in making payment for the work already done by him and further due to escalation of cost of materials, and such course of action available as per the agreement itself and the University authorities sitting on the matter, speaks of highhandedness. In financial matters, delay causes loss, both in monetary terms as well as time wise, for such payment not being made, prevents a person to invest that money in future business.

8. In view of the aforesaid, the writ petition is allowed. The respondents are directed to pass necessary orders with regard to the request for closure of the agreement and refund of the earnest money and security deposit of the petitioner within three weeks from the date of production of a copy of this order before the respondents.



9. Upon the order being passed, the authorities shall also furnish to the petitioner details of materials which are outstanding, according to them. The same shall be done within two weeks of the Competent Authority passing order for closure of the agreement. Thereafter, the petitioner shall either refund the outstanding materials or explain with regard to the materials shown in the order by the authorities to be outstanding with him. The same be done within three weeks by the petitioner. Upon the said exercise being completed, if anything is found due and payable to the petitioner, in terms of the refund of the earnest money and the security deposit, the same shall be done within three weeks from the completion of the exercise aforesaid. If, however, the petitioner is aggrieved by the order, or any portion thereof, it shall be open to him to assail the same, before the appropriate forum, in accordance with law.

(Ahsanuddin Amanullah, J)

Anjani/-

AFR/NAFR	
U	
T	

