

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL REVISION No.80 of 2017

1. The State Of Bihar, through the Secretary, Rural Works Department, Bishweshwaraiya Bhawan, Bailey Road, Patna
2. The Chief Engineer-II, Rural Works Department, Harding Road, Patna
3. The Superintending Engineer, Rural Works Circle, Piperapanti, Munger,
4. The Executive Engineer, Rural Works Department, Works Division, Shekhpura

(Respondents /Opposite parties) Petitioner/s
Versus

Sadanand Singh, son of late Medni Singh, resident of Dharhara, P.S. Dharhara, District, Munger (Claimant / petitioner)

... .. Opposite party

Appearance :

For the Petitioner/s : Mr. Kumar Ravish, Advocate
For the Respondent/s : Mr.

CORAM: HONOURABLE MR. JUSTICE S. KUMAR
ORAL JUDGMENT

Date : 24-04-2019

Heard.

This revision petition has been filed on behalf of the State of Bihar and its authorities for setting aside the Award dated 8.9.2016 passed in Reference Case No.50 of 2013 by Bihar Public Works Contracts Disputes Arbitration Tribunal, Patna (hereinafter referred as “the Tribunal).

An agreement was entered between the claimant – opposite party and respondent - petitioner vide agreement No.01F2 of 2009-10 dated 5.10.2009 for widening and strengthening road from Piri Bajar Basauli Road to Bhalua (Bariysan Korasi) for Rs.39,43,583/- and the work was to begin on 5.10.2009 and was to be completed within four months i.e.,



4.2.2010. Claimant / opposite party deposited Rs.93,000/- as earnest money and Rs.1,04,200/- as initial security deposit.

After executing agreement and issuance of work order, the claimant set up his machinery and workforce for execution of work under supervision of site engineer. Claimant /opposite party executed work for rupees 14.60 lac and requested junior Engineer to prepare the bill for payment but due to hostile and biased attitude, running account bill was not prepared for which claimant/opposite party made written complaint to the Executive Engineer but no concrete step was taken to resolve the issue and execution and progress of work was hampered for which respondents/petitioners were solely to be blamed.

The work site was extremist prone area and levy of rupees ten lac was demanded and even though protection was sought by claimant / opposite party, no security was provided as such progress of work remained inconclusive. Claimant /opposite parties complained to the executive engineer but he started blaming claimant / opposite party for non-completion of work in time. All efforts made by claimant/opposite party to provide adequate security and help from local administration so that work could be executed did not bring any response from the respondent authorities. The materials used and quality of work



was found to be as per specification, certified by the quality test laboratory. Claimant / opposite party completed the road except some parts of PCC in October – November, 2012 but no payment was made. Claimant had almost completed the work and submitted a bill of Rs.11,35,078/- for payment of executed work but no payment was made.

Respondents/petitioners in their reply dated 20.2.2014 in which execution of agreement and completion of work within four months were accepted and it has been alleged that claimant / opposite party failed to execute the work within time in spite of several reminders. Adverse report dated 23.1.2010 was submitted by the Junior Engineer that claimant / opposite party is not executing the work as per technical specification and inspection was made in which it was found that earthwork as well as GSB work was not done as per specification and he was asked by letter dated 24.2.2010 to rectify the work done and after rectification, claimant / opposite party by letter dated 17.4.2010 requested for payment of Rs.6,38,748/- and same was paid. It has further been submitted that payment of entire executed work as per specification has already been made and no payment is due. Rs.22,77,589/- against agreement value of Rs.39,43,583/- has already been paid to the petitioner/opposite



party.

Final claim amount placed by petitioner before the Tribunal was (i) payment of dues against executed work Rs.8,38,766/-, (ii) refund of earnest money of Rs.1,97,200/-, (iii) refund of deducted amount towards time extension Rs.2,27,755/-, (iv) refund of security deposit Rs.1,13,879/-, (v) dues relating to payment of price of bitumen Rs.1,47,052/-, (vi) dues against yearly maintenance of Rs.1,72,887/-, (vii) cost of Rs.38,000/- with interest of 18% on the total amount.

The Tribunal has held that claimant/opposite party is entitled for refund of deducted amount of Rs.2,27,755/- made from running bill towards time extension as there is no provision of any deduction towards time extension in the agreement. Tribunal has further held that claimant / opposite party is entitled for refund of earnest money and security deposit of Rs.1,97,200/- along with refund of security deposit deducted from R/A bills amounting to Rs.1,13,879/-. Tribunal has refused the claim amount of Rs.1,47,502/- relating to payment of price of bitumen as the government resolution dated 13.11.2008 was not part of agreement between the parties. Tribunal has also refused the claim against yearly maintenance of road as the work was not fully completed. Tribunal has refused other claims



made by claimant / opposite party and has found entitled for refund of amount to the extent as stated above along with interest from the date of filing of petition.

After hearing the counsel for the petitioners, this Court does not find any infirmity or jurisdictional error in the Award passed by Bihar Public Works Contracts Disputes Arbitration Tribunal, Patna requiring any interference by this Court in its revisional jurisdiction.

Accordingly, the revision petition is dismissed.

Let the L.C.R. be returned to the Tribunal forthwith.

(S. Kumar, J)

Sanjay/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	07.06.2019
Transmission Date	NA

