

IN THE HIGH COURT OF JUDICATURE AT PATNA
CIVIL REVISION No.69 of 2017

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

... .. Petitioner/s

Versus

M/s. Sadanand Singh Constructions Pvt. Ltd., through its Director Sadanad Singh, son of Late Medni Singh, resident of Dharhara, P.S. Darhara, District-Munger.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr.Aditi Hansaria

For the Respondent/s : Mr.Uma Shankar Sharma

CORAM: HONOURABLE MR. JUSTICE S. KUMAR
ORAL JUDGMENT

Date : 06-05-2019

Heard parties.

2. This civil revision application has been filed against the Award dated 10.01.2017 passed by Bihar Public Works Contract Disputes Arbitration Tribunal in Reference Case No. 57 of 2014 by which learned Tribunal has partly allowed the claim of claimant/opposite party to refund the earnest money of Rs. 1,87,000/- security deposit of Rs. 1,00,000/- and 10% amount deducted from running account bill of Rs. 1,40,000/- with interest.

3. Notice inviting tender was issued for widening and strengthening of road from Lakhanpur More to Pipra Village More in the year 2008-2009 and same was awarded to claimant/opposite party for



which agreement dated 19.10.2010 was entered between the parties for a value of Rs. 87,47,363/- and date of completion of contract was five months.

4. The case of petitioner/claimant before the Tribunal was that pursuant to agreement the work was started in full swing but the area was prone to extremist activities and many disturbance were created during execution of work and same was resolved by the petitioner by his own effort. Request of the petitioner to authorities to pacify the farmers and extremists who were objecting to the work was not paid any attention. The work was also hindered by closure of the bridge for heavy vehicles and petitioner had to carry construction materials from outside the state and had to cover a long distance causing extra expenditure.

5. Respondent/petitioner in his counter statement stated that work order was issued on 12.12.2009 and date of completion of work was 11.05.2010 and the closure of bridge and closure of mining of stone were subsequent to the date of completion of agreement. Petitioner-respondent did not apply for extension of time in prescribed format in terms of Clause 5 of the agreement.

6. On hearing both the parties and considering the respective pleadings of the parties and materials available on record, the Tribunal has held that petitioner is entitled to get refund of earnest money of Rs. 1,87,000/- and also refund of security deposit of Rs. 1,00,000/- and also entitled to get Rs. 1, 40,000/- deducted from running account bills on account of security deposit with simple interest @ 10% per annum from the date of filing of Claim Case on 07.07.2015 till the date of realisation. The Tribunal has refused other claims made by the claimant-respondent



and has allowed only three claims i.e Claim no. 2, Claim no.5 and Claim No. 6 and has refused Claim No.1, Claim No.3, Claim No. 4 And Claim No.7 as made by claimant/respondent before the Tribunal.

7. After hearing the counsel for the petitioners this court does not find any error or infirmity in the award passed by the Tribunal as such this court is not inclined to interfere in the Award dated 10.01.2017 passed by Bihar Public Works Contract Dispute Arbitration Tribunal, accordingly, the revision petition is dismissed.

(S. Kumar, J)

Rajiv/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	10.05.2019
Transmission Date	NA

