

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.15504 of 2013

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Ram Babu Singh Son Of Late Bishwanath Thakur Resident Of Mohalla
Patahi, P.O. Patahi, P.S. Sadar, District Muzaffarpur

... .. Petitioner/s

Versus

1. The State Of Bihar
2. The Chief Engineer, Building Division (P.W.D.) Muzaffarpur
3. The Superintending Engineer, Building Division (P.W.D.) Muzaffarpur
4. The Executive Engineer, Building Division (P.W.D.) Muzaffarpur
5. The Assistant Engineer, Building Division (P.W.D.) Muzaffarpur

... .. Respondent/s

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Appearance :

For the Petitioner/s : None

For the Respondent/s : Mr. Raghwanand, GA XI

Mr. Prabhat Kumar, AC to GA XI

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CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

2 02-01-2019 No one appears for the petitioner to press this writ
application.

Learned counsel for the State is present.

In the nature of relief prayed in the writ application, it is being disposed off with liberty to the petitioner to raise his claims, if any, before the competent authority within a period of 30 days from today. If any such claim is raised, the authority concerned shall consider the same in accordance with the terms of the contract and shall dispose of the same with a reasoned order within a period of 90 days from the date of receipt / production of the claims. In case upon consideration any amount is found admitted and payable to the petitioner, the same shall also be paid within a period of 90 days.



Learned counsel for the State has informed this Court that during the pendency of this writ application almost entire admitted dues has already been paid to the petitioner. Since no counter affidavit has been filed on behalf of the State, the same is being taken note of for purpose of recording and in case any further claim is made, the aforesaid aspect shall be kept in mind.

In case the claim of the petitioner is disputed by the respondents, the petitioner shall have liberty to approach the competent civil court /arbitration tribunal as the case may be in terms of the contract and law on the subject.

(Rajeev Ranjan Prasad, J)

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