

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Revision No.35 of 2015

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1. The State Of Bihar through the Principal Secretary, Water Resources Department, Sinchai Bhawan Harding Road, Patna.
 2. The Engineer- in - Chief (North), Water REsources Department, Sinchai Bhawan, Harding Road, Patna.
 3. The Superintending Engineer Water Resources Department, Planning and Monitoring Circle No. Sinchai Bhawan Harding Road, Patna.
 4. The Chief Engineer, Water Resources Department, Darbhanga. null null
 5. The Superintending Engineer, Water Resources Department western Koshi Canal Circle, Jaya Nagar, Madhubani.
 6. The Executive Engineer, Water Resources Department Western Koshi Canal Division NO. 1 Jayanagar, Madhubani.

... .. Petitioner/s

Versus

M/s Hardev Construction (p) Ltd. Company, Managing Director, Shri Hardev Singh, Son of Late Kehar Singh, Registered Office 8/24 Garcha 2 Lane, Kolkata (W.B.), Resident of Station Road, B Deoghat, Jharkhand.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr.Kamlesh Kumar Sharma
For the Respondent/s : Mr.

CORAM: HONOURABLE MR. JUSTICE BIRENDRA KUMAR
ORAL JUDGMENT

Date : 11-01-2019

Heard the parties.

This civil revision has been filed against the Award dated 19.11.2013 passed in Reference Case No.92 of 2012 by Chairman and Member, Bihar Public Works Contracts Disputes Arbitration Tribunal, Patna whereby sole opposite party was held entitle of payment of Rs.1,27,46,993 (Rupees One Crore Twenty Seven Lacks Forty Six Thousand Nine Hundred Ninety three) only for performing the extra items of work with simple interest @ 10



per cent per annum with effect from 29.03.2012 (the date of final payment) till realization along with cost.

In pursuance of an agreement between the O.P. M/s Hardev Construction Private Ltd. Company and the State of Bihar through its functionaries, a work of repair / construction etc. of Bandh was to be executed by opposite party, M/s Hardev Construction Private Ltd. During execution of the work, certain exigency arose due to flood or imminent danger of flood. In that situation, the State Authorities, the Executive Engineer and Superintendent Engineer directed by written letter to the opposite party to do some extra item of work which was performed by opposite party No.2. However, subsequently dispute arose as to whether that work performed by opposite party No.2 was an extra work or was part of the agreement. The matter went before the Bihar Public Works Contract Disputes Arbitration Tribunal, Patna vide Reference Case No.92 of 2012. After considering the evidences produced before the Tribunal, the Tribunal came to the conclusion that the work performed by the opposite party was extra item beyond agreement between the parties, hence Tribunal directed to make payment of additional work also besides other payments mentioned therein.



This revision has been preferred against the order of the Tribunal under Section 13 of the Bihar Work and Contract Dispute Arbitration Tribunal Act, 2008 on the ground that in fact the extra work said to be done by opposite party was not an extra work rather was part of the agreement between the parties hence he cannot claim separate amount beyond the agreed amount.

I have gone through the impugned Award and reason assigned by the Tribunal. I do not find that the disputed question of fact can be adjudicated in exercise of this jurisdiction. Hence, this Civil Revision stands dismissed as devoid of any merit.

In view of the conclusion above, I.A. No.3392 of 2015, a petition under Section 5 of the Limitation Act for condoning the delay in filing the revision application also stand disposed of.

(Birendra Kumar, J)

sanjeev/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	16/01/2019
Transmission Date	NA

