

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.4113 of 2021

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M/s Rishikesh Kumar M/s Rishikesh Kumar having its office at L.F., 6/6/337, Bahadurpur Housing Colony, Kankarbagh, Patna, PIN - 800026 (Bihar) represented through its owner Rishikesh Kumar (Male), aged about 49 years, Son of Niwas Prasad Singh, Resident of L.F., 6/6/337, Bahadurpur Housing Colony, Near Mahavir Mandir, Sector-6, Sampatchak, P.S.- Agamkaun, District- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Urban Development and Housing Department, Government of Bihar, Patna.
2. The Principal Secretary, Urban Development and Housing Department, Government of Bihar, Patna.
3. The Patna Municipal Corporation, 2nd Floor, Block - C, P.R.D.A. Building, Maurya Lok Complex, Patna - 800 001.
4. The Chief Engineer, Patna Municipal Corporation, Block-C, 4th Floor, Maurya Lok, Patna 800 001.
5. The Superintending Engineer, Patna Municipal Corporation, Block-C, 4th Floor, Maurya Lok, Patna 800 001.
6. The Executive Engineer, New Capital Division, Patna Municipal Corporation, Patna.
7. The Junior Engineer, New Capital Division, Patna Municipal 1 Corporation, Patna.
8. The Bank Manager, Union Bank of India, Kankarbagh Branch, Kankarbagh Main Road, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Sanjeev Nikesh, Advocate
For the Respondent/s : Mr.Lalit Kishore (AG)

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CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE S. KUMAR
ORAL ORDER

(Per: HONOURABLE THE CHIEF JUSTICE)

2 21-12-2021 Petitioner has prayed for the following relief(s):-



- I. For issuance of an appropriate writ in the nature of CERTIORARI quashing and setting aside the Letter No. 718 dated 05.10.2020 (Annexure - P/12) issued under the signature of the Executive Engineer, New Capital Division, Patna Municipal Corporation, Patna has been directed to rescind the agreement bearing Agreement No. 01/SBD/18-19 dated 16.08.2018 and directed to encashment of deposited bank guarantee forfeiting the same.
- II. For issuance of an appropriate writ in the nature of CERTIORARI setting aside / quashing the Letter No. 1151 dated 29.12.2020 (Annexure - P/15) issued under the signature of the Executive Engineer, New Capital Division, Patna Municipal Corporation, Patna whereby and where under he has been pleased to



direct the Bank Manager, Union Bank of India, Kankarbagh Branch, Kankarbagh Main Road, Patna to deposit the Bank Guarantee i.e. 62240IGL0000920 & 62240IGL0000820 (Rs. 7,14,100.00 + Rs. 5,72,000.00 = Rs. 12,86,100.00) (Total Twelve Lakh Eighty-Six Thousand One Hundred) in Account No. 50100359379950, HDFC Bank Anishabad, which is of the Municipal Corporation, Patna.

- III. For issuance of an appropriate writ in the nature of MANDAMUS commanding and directing the Respondent Authorities to permit the Petitioner to execute the work as mentioned in Agreement No. 01/SBD/18-19 and to not forfeiting the Bank Guarantee.
- IV. For issuance of an appropriate writ in the nature of PROHIBITION restraining the concerned Respondent Authorities to not forfeit the Bank Guarantee and Security Deposit.
- V. For grant of any other relief or reliefs for which deemed entitled into the facts and circumstances of the case.

Learned counsel for the petitioner does not press the



present petition and seeks permission to withdraw the same, reserving liberty to take recourse to the remedies as provided under the agreement as also in accordance with the provisions of Bihar Public Works Contracts Dispute Arbitration Tribunal Act, 2008 approach the authority concerned for redressal of the grievances.

Prayer allowed.

The present application is, accordingly, disposed of as withdrawn with the liberty aforesaid.

Interlocutory application, if any, shall also stand disposed of.

(Sanjay Karol, CJ)

(S. Kumar, J)

K.C.Jha/-

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