

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.7900 of 2020

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M/s U and M Enterprises having its Head Office at Chittra, P.S.- Chittra, Sub-division- Madhupur, District- Deoghar (Jharkhand) through its partner Umesh Singh, aged about 50 years (Male), son of Late Badri Narayan Singh, resident of village-Saharjori, P.O.-Bartand, P.S.-Chittra, District-Deoghar (Jharkhand).

... .. Petitioner

Versus

1. The State of Bihar through the Secretary, Rural Works Department, Government of Bihar, Patna.
2. The Engineer-in-Chief, Rural Works Department, Government of Bihar, Patna.
3. The Additional Secretary, Rural Works Department, Government of Bihar, Patna.
4. The Chief Engineer-2, Rural Works Department, Government of Bihar, Patna.
5. The Superintending Engineer, Work Circle Bhagalpur, Rural Works Department, District- Bhagalpur.
6. The Executive Engineer, Work Division Banka-2, Rural Works Department, District- Banka.
7. The Assistant Engineer, The Executive Engineer, Work Division Banka- 2, Rural Works Department, District- Banka.

... .. Respondents

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Appearance :

For the Petitioner : Mr. Ashok Kumar Choudhary,
Mr. Akshansh Ankit, Advocates

For the Respondents : Mr. Lalit Kishore , AG
Mr. Manish Dhari Singh, AC to AG

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR UPADHYAY
ORAL ORDER

6 24-02-2021 Heard Mr. Ashok Kumar Choudhary, learned counsel

 appearing on behalf of the petitioner and Mr. Manish Dhari

 Singh, learned Assistant Counsel to Advocate General appearing



on behalf of the State.

Pursuant to the order dated 13.01.2021, a supplementary counter affidavit has been filed. The relevant statements made in paragraphs 4 to 7 of the counter affidavit are quoted hereinbelow:-

“4. That the present supplementary counter affidavit is being filed in compliance of the order dated 13.01.2021 passed by the Hon’ble Court in C.W.J.C. No. 7900 of 2020 whereby and whereunder the Hon’ble Court has been pleased to issue direction to the respondent to file specific affidavit whether respondents wish to contest on the point of non-compliance of principles of natural justice inasmuch as non-issuance of mandatory notice before taking action of termination or they want that the writ application may be disposed of with understanding that the agreement shall be taken as rescinded with no consequence for forfeiture of performance of Bank Guarantee or forfeiture of any of the payment admissible to the petitioner for carrying construction work, otherwise if the department so wishes, the Court will enter into the issue of compliance of principles of natural justice in the decision making process.

5. That in the light of the aforesaid order and considering the consent application dated 21.01.2021 submitted by the petitioner the present respondent came to the decision to release the Bank Guarantee, Security Deposit etc., deposited by the petitioner under performance security and also to make the payment of the work done by the petitioner pursuant to the work namely construction of road from Bhaljor PWD Road via Dumaria Mission Sandpdhar to Dam Road bearing



Package No. BR03P2R-03, Tender ID-99718 under PMGSY.

6. In the light of the aforesaid decision the present respondent vide letter No.916, dated 17.02.2021 issued under the signature of the Engineer-In-Chief, Rural Works Department, Bihar, Patna directed the Executive Engineer, Rural Works Department, Works Division, Banka-2 to ensure the payment of Bank Guarantee, Security Deposit etc., deposited by the petitioner under performance security and also to make the payment of work done by the petitioner.

7. That it would be relevant to make it clear here that the agreement no.117/SBD/2019-20, dated 21.03.2020 executed between the Executive Engineer, Rural Works Department, Works Division, Banka-2 and the petitioner shall be deemed to be rescinded as is apparent from the aforesaid letter.”

In view of the aforesaid, the present writ application is disposed of. The Court hope and trust that the respondent-authority will religiously follow the statements made in paragraphs 4 to 7 of the counter affidavit quoted above; and ensure payment of work done by the petitioner and also release bank guarantee, security deposit etc. within a period of three months from the date of receipt/production of a copy of this order.

In view of the aforesaid, the petitioner-company shall be at liberty to raise the issue of its blacklisting in an appropriate proceeding.



With the aforesaid, the present writ application stands
disposed of.

(Anil Kumar Upadhyay, J)

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