

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No. 9312 of 2020

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Ranjeet Kumar Raut, Male aged about 38 years, Son of Ram Gulam Raut, resident of Village and PO Bheja, P.S.- Bheja, Madhepur, District - Madhubani.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Department of Rural Works, Government of Bihar, Patna.
2. The Principal Secretary, Department of Rural Works, Government of Bihar, Patna.
3. The Engineer in Chief, Department of Rural Works, Government of Bihar, Patna.
4. The Chief Engineer-3, Department of Rural Works, Government of Bihar, Patna.
5. The Superintending Engineer, Department of Rural Works, Works Circle Darbhanga.
6. The Executive Engineer, Rural Works Division, Jhanjharpur, Madhubani.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Gautam Kumar Kejriwal, Advocate
For the State : Mr. Alok Kumar Rahi, AC to AAG 4

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**CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN
AMANULLAH**

ORAL JUDGMENT

Date : 30-01-2021

The matter has been heard *via* video conferencing.

2. Heard Mr. Gautam Kumar Kejriwal, learned counsel for the petitioner and Mr. Alok Kumar Rahi, learned AC to AAG 4 for the State.

3. The petitioner has moved the Court for the following reliefs:

“a) For issuance of as writ in the nature of certiorari for quashing of memo no. 1241 dt.



15.09.2020 issued by the respondent no. 6 for the same being violative of the principles of natural justice.

b) For issuance of a writ or order or direction upon the respondents to allow the petitioner to complete the work of agreement number 58 SBD/2017-18 dated 16.12.2017 within a timeframe.

c) For further issuance of a writ or order or direction upon the respondents to pay all the pending bills of the petitioner on account of entire work having completed under the aforesaid agreement number 58 SBD/2016-17 dated 16.12.2017 or in the Alternative;

d) For holding and a declaration that the balance of the work under agreement number 58 SBD/2016-17 suffers from frustration in terms of Section 56 of the Indian Contract Act, 1872 and accordingly the agreement is liable to be foreclosed with no liability of petitioner on any count;

e) For further issuance of a writ or order or direction upon the respondents to refund the entire earnest money deposits and security furnished by the petitioner behind execution of the aforesaid agreement and also for payment of all pending bills.

f) For grant of any other relief or reliefs to which the petitioner is found entitled in the facts and circumstances of this case.”

4. Learned counsel for the petitioner submitted that relief no. 1(a) (b) has become infructuous. However, he submitted that with regard to the work he has already done, he has submitted his bill and representation for payment which is pending before the authorities. It was submitted that the Court may give him liberty to press his representation which the authorities may



decide expeditiously as he is facing paucity of fund for completing the remaining work.

5. Learned counsel for the State submitted that as per the agreement, whatever amount is due and payable to the petitioner shall be paid, in accordance with law.

6. In view thereof, the writ petition stands disposed off with liberty to the petitioner to pursue the representation filed before the Competent Authority with regard to payment for the work already completed by him in terms of the agreement between the parties. Let the same be considered and appropriate action taken on the same, if already not done, latest within six weeks from a copy of this order being produced before the authority concerned.

(Ahsanuddin Amanullah, J.)

P. Kumar

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