

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.7934 of 2021**

Uma Shankar Prasad S/o Late Shiv Narayan Prasad resident of Mohalla -  
Kaushalya Sada, Postal Park, Indra Nagar, Road No. 3, P.S. - Jakkanpur,  
District- Patna - 800001.

... .. Petitioner/s

Versus

1. The Union of India through the Ministry of Communication and Information Technology, New Delhi.
2. The Secretary, Govt. of India, Ministry of Communication and Information Technology, New Delhi.
3. The Director General of Posts, Department of Posts, Postal Services Board, Dak Bhawan, New Delhi- 110001.
4. The Chief Post Master General, Bihar Circle, Meghdoot Bhawan, GPO, Patna - 800001.
5. The Post Master General, North Region, Muzaffarpur.
6. The Senior Superintendent of Post Offices, Saran Division, Chapra - 841301.
7. The SRM, RMS U Division, Muzafarpur - 842001.

... .. Respondent/s

**Appearance :**

For the Petitioner/s : Mr. Prashant Kashyap, Advcpate  
For the Respondent/s : Mr. Dr.K.N.Singh (ASG)

**CORAM: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH**

**and**

**HONOURABLE MR. JUSTICE MADHURESH PRASAD**

ORAL ORDER

**(Per: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH)**

3      11-02-2022      This application has been taken up for online hearing through video conference because of COVID-19 pandemic restrictions.

Pursuant to a tender floated for hiring commercial vehicles for conveyance of mail on contract basis, between the



Chapra RMS to Dighwara Dubauli and vice-versa for the year 2015-16, the petitioner had participated and was awarded the contract, he being the lowest tenderer. An agreement was entered into between the petitioner and the respondents. The agreement has not been brought on record. It is the petitioner's case that the work was executed by him for the period, '2015 to 2019'. The present writ application has been filed in 2021. The petitioner is raising a grievance that he has been paid on the approved rate of 10.95 per kilometer treating the distance between Chapra RMS to Dighwara Dubauli and vice-versa to be 146 kilometers only instead of 162 kilometers.

The petitioner contends that the previous contractors were paid for the same work, treating the distance between the two points to be 162 kilometers, whereas the petitioner has wrongly been paid for a distance of 146 kilometers only.

In the aforesaid background, this writ petition has been filed seeking a direction to the respondents to pay to the petitioner conveyance amount for carrying the mail between Dubauli to Chapra and vice-versa as according to him, he has been paid less than what he was actually entitled to.

We fail to understand the circumstance in which the petitioner has not brought on record the agreement. The



petitioner has approached this Court more than five years from the date the work had begun and the payments were made to him treating the said distance to be 146 kilometers. The petitioner's claim admittedly arises out of a contract between him and the respondents viz. Department of Posts. A letter dated 16.10.2015 addressed to the SRM, RMS "U" Division, Muzaffarpur by the Senior Superintendent of Post Office, Saran, Chapra, has been brought on record by way of Annexure-1 to the writ application, relevant portion of which reads as under :-

*"It is also requested to kindly ask the SRO, Chapra RMS to check the distance of the route during the 1<sup>st</sup> trip and necessary arrangement for sanction the bill of the contractor accordingly. Kindly submit a copy of sanction order (for remuneration of the mail contractor) each month to the RO Muzaffarpur."*

Mr. Prashant Kashyap, learned counsel appearing on behalf of the petitioner has placed heavy reliance on the information which the petitioner has received under the Right to Information Act to contend that the actual distance between the two points is 81 kilometers.

In our opinion, the nature of claim which the petitioner has raised, arising out of a contract, need not be gone into the present proceeding under Article 226 of the



Constitution of India. This application, in our opinion, is completely misconceived and is accordingly dismissed.

We have not gone into the petitioner's claim. It will, therefore, be open to him to pursue his remedy before appropriate forum.

**(Chakradhari Sharan Singh, J)**

**( Madhuresh Prasad, J)**

K.K.RAO/-

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