

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.8756 of 2021

1. Ram Narayan Poddar, aged about 64 years, male, son of Late Shital Prasad resident of village- Kasera patti Road, P.S.- Kishanganj, District- Kishanganj

... .. Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Urban Development and Housing Department, Government of Bihar, Patna.
2. The District Magistrate, Kishanganj
3. The Executive Officer, Nagar Parishad, Kishanganj

... .. Respondents

Appearance :

For the Petitioners	:	Mr. Ram Prawesh Kumar, Adv.
For the State	:	Mr. Kumar Alok SC-7
For the Respondent No.3	:	Mr. Bindhyachal Rai, Adv.

CORAM: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH

and

HONOURABLE MR. JUSTICE MADHURESH PRASAD
ORAL ORDER

(Per: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH)

4 04-04-2022 *Veer Kunwar Singh* Bus stand within *Nagar Parishad*

Kishanganj was settled with the petitioner for the financial year 2020-21 after following a tender process. Under the terms of settlement, the petitioner, being the highest bidder, was required to pay a sum of Rs. 60,16,000.00/-. The agreement of settlement has not been brought on record. It is the petitioner's case that because of the National lockdown, consequent upon the outbreak of *Covid-19* pandemic, the bus stand could not operate for first six months. It is further case of the petitioner that after



lockdown was lifted, the petitioner could operate the bus stand from 30-09-2020. It appears to be an admitted case of the parties that in terms of agreement 50% of the amount was to be deposited immediately upon completion of the tender process. Rest of the amount was required to be deposited by the petitioner in two instalments on 30-06-2020 and 30-09-2020. It is also an admitted position that immediately after completion of the tender process, the petitioner had deposited 50% of the amount. Rest of the amount has not been deposited. It is the petitioner's case that he deserves relaxation in view of lockdown which paralyzed the operation of the bus stand.

2. This writ petition has been filed seeking quashing of a letter dated 02-03-2021, issued by the Executive Officer, *Nagar Parishad*, Kishanganj (Respondent No.3), whereby the petitioner has been directed to deposit a total sum of Rs. 31,88,480/- being the half of the amount of bid money of settlement of the said bus stand.

3. Assailing the impugned order, learned counsel for the petitioner has submitted that the petitioner deserves relaxation by the respondent in view of the consequences arising out of National lockdown.

4. Be it noted that a counter affidavit has been filed on



behalf of the *Nagar Parishad*, in which, a statement has been made that one of the representations filed by the petitioner has been forwarded to the Urban Development and Housing Department, Govt. of Bihar, seeking necessary guidelines in this regard.

5. We find it difficult sitting in writ jurisdiction to entertain the petitioner's claim that he should be exempted for making payment of rest of the amount, over and above, the amount, which the petitioner had already paid immediately after completion of the tender process, on the ground of lockdown arising out of *Covid-19* pandemic. The question as to whether the petitioner earned benefit during the said period or during the remaining period or he had to suffer loss because of the National lockdown are questions which can be gone into either in an arbitration proceeding or by a Civil Court of competent jurisdiction.

6. It goes without saying that it is also within the realm of the executive, namely, State Government or the employer to take a decision in this regard.

7. In such view of matter, we dispose of this writ application with an observation that the petitioner shall have liberty to approach appropriate forum /authority for the



redressal of his grievance as raised in the present writ application.

(Chakradhari Sharan Singh, J)

(Madhuresh Prasad, J)

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