

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.7734 of 2021

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M/s Durga Electric situated at Village and Post - Amhara, P.S. Bihta, District Patna through its Proprietor namely, Nagendra Kumar, aged about 56 years, Gender- Male, S/o Late Jagmohan Singh, resident of Village and Post- Amhara, P.S.- Bihta, District- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Rural Works Department, Govt. of Bihar, Patna.
2. The Principal Secretary, Rural Works Department, Govt. of Bihar, Patna.
3. The Chief Engineer, Rural Works Department, Govt. of Bihar, Patna.
4. The Superintending Engineer, Rural Works Department, Patna.
5. Sri Rameshwar Chaudhary, presently posted as the Executive Engineer, Rural Works Department, Works Division-2, Mashauri Camp, District- Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Ritesh Kumar with
	:	Mr. Shashi Bhushan Singh, Advocates
For the State	:	Mr. Prem Ranjan Raj, AC to SC 7

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CORAM: HONOURABLE MR. JUSTICE RAJAN GUPTA
and
HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH
ORAL ORDER

(Per: HONOURABLE MR. JUSTICE RAJAN GUPTA)

4 24-03-2022 The petitioner has preferred this writ petition seeking refund of the Earnest Money as well as Security Deposit. According to learned counsel for the petitioner, the same have been forfeited in an arbitrary manner.

Admittedly, in the agreement there is Clause 23 which enables the parties to resort to dispute redressal mechanism.

We propose to relegate the parties to avail the said



remedy.

Both the counsel have no objection to this.

The relevant Clause 23 is reproduced below for ready reference:

“Clause 23: In case any dispute or difference shall arise between the parties or either of there upon any question relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned or as to the quality of workmanship or materials used on the work, or as be the construction of any of the quality of workmanship or materials used on the work, or as to any question claim, rights or liabilities of the parties, or any clause or thing whatsoever, in any way arising out of or relating to the contract, designs drawing, specifications estimates, instructions order, or these conditions or otherwise concerning the work or the execution, or failure to execute the same whether arising during the progress of the work or site the completion or abandonment thereof, or as to the breach or his contract, then either party shall forthwith give to the other notice of such dispute or certificates and disputes of differences shall be referred to the Superintending Engineer of the circle and his decision thereon shall be final conclusive and binding on all the parties.”

Needless to say, the parties shall be at liberty to approach the Bihar Public Works Contracts Disputes Arbitration Tribunal which may adjudicate upon the disputes.



At this stage, learned counsel for the petitioner submits that he has also moved Interlocutory Application No. 1 of 2022 whereby, Letter No. 1184 dated 17.08.2021 of the respondents, asking the petitioner to pay additional sum, has been sought to be challenged, hence, the petitioner be protected in the meantime.

In view of above, the said letter be kept in abeyance for four weeks, in case the petitioner approaches the Tribunal within this period.

Accordingly, the writ petition stands disposed of on the aforesaid terms.

(Rajan Gupta, J)

(Mohit Kumar Shah, J)

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