

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.6951 of 2022

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Rajesh Kumar Son of Sri Ram Babu Singh Resident of Mohalla- Ambedkar
Vidyala Tola, P.O. and P.S.- Birpur, District- Begusarai, Pin- 851127.

... .. Petitioner/s

Versus

1. The State of Bihar through the Secretary, Rural Works Department, Vishweshwaraiya Bhawan, Bailey Road, Patna- 15.
2. The Secretary, Rural Works Department, Vishweshwaraiya Bhawan, Bailey Road, Patna- 15.
3. The Engineer-In-Chief, Rural Works Department, Vishweshwaraiya Bhawan, Bailey Road, Patna- 15.
4. The Chief Engineer-2, Rural Works Department, Vishweshwaraiya Bhawan, Bailey Road, Patna- 15.
5. The Superintending Engineer, Rural Works Department, Works Circle, Saharsa.
6. The Executive Engineer, Rural Works Department, Works Division, Khagaria.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Manish Sahay, Advocate
For the Respondent/s	:	Mr.Kameshwar Pd. Gupta (GP10)
		Mr. Satya Vrat, AC to GP 10

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CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE S. KUMAR
ORAL JUDGMENT
(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 21-06-2022

Heard learned counsel for the parties.

Petitioner has prayed for the following relief(s):-

- (I) For commanding and directing the concerned respondent to pay entire work done amount to the petitioner with regard to work namely "L025-Anandpur Maran to Paras Mushahri (Track 11) RCC Bridge in 2nd Km. Package No.BR-17R-177 for the year 2018-19 under Agreement No.34 SBD/2018-19" after closing of aforesaid agreement in accordance with law because

respondents have failed to hand over defect free work site to the petitioner and also failed to get sanction revised estimate which was prepared by the Executive Engineer on 16.11.2021 and forwarded the same before the higher authorities for obtaining sanctioned.

- (II) **For further** directing the concerned respondent to pay entire amount security deposit (Deposited & Deducted) in favour of the petitioner subject to such closure of agreement in question.
- (III) **For further commanding** and directing the concerned respondent to reimburse the deducted amount of "**Time Extension**" which has been deducted contrary to provision of agreement as well as section 55 of the Indian Contract Act, 1872.
- (IV) **For further** directing the concerned respondent to pay interest @ 12% per annum over entire payable amount from the date of its due and till the date of its realization.
- (V) **For further** passing such an order or orders for which the petitioner is entitled under the law in the facts and circumstances of this case.

After the matter was heard for some time, finding the Court not to be in favour with the submissions made across the Bar, learned counsel for the petitioner, under instructions, states that petitioner shall be content if the petitioner is permitted to withdraw the present petition reserving liberty to exhaust the

remedies under the Statute.

Permission granted.

It is made clear that we have not expressed any opinion on merits. All issues are left open.

The petition stands disposed of as withdrawn with the liberty aforesaid.

Interlocutory Application(s), if any, shall stand disposed of.

(Sanjay Karol, CJ)

(S. Kumar, J)

Rajiv/veena-

AFR/NAFR	
CAV DATE	
Uploading Date	
Transmission Date	