

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11085 of 2019

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Rajeev Kumar Singh, Resident of Mohalla- Savahi More, Naya Bazar, Ward No.3, P.O. and P.S. and District- Saharsa.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Water Resources Department, Sinchai Bhawan, Patna- 15.
2. The Principal Secretary, Water Resources Department, Sinchai Bhawan, Patna- 15.
3. The Engineer-In-Chief (H.Q), Water Resources Department, Sinchai Bhawan, Patna- 15.
4. The Chief Engineer (Irrigation Creation), Water Resources Department, Saharsa.
5. The Superintending Engineer, Water Resources Department, Irrigation Circle, Saharsa.
6. The Executive Engineer, Water Resources Department, Irrigation Division, Triveniganj, District- Saharsa.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Manish Sahay, Advocate
For the Respondent/s : Mr. Anjani Kumar, AAG-4

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CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE PARTHA SARTHY

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

(The proceedings of the Court are being conducted by Hon'ble the Chief Justice/Hon'ble Judges through Video Conferencing from their residential offices/residences. Also the Advocates and the Staffs joined the proceedings through Video Conferencing from their residences/offices.)

Date : 25-11-2022

Heard learned counsel for the parties.

Petitioner has prayed for following relief:-

“(i) For quashing of letter No. 257/Triveniganj dated 07.03.2019 , issued under signature of the Executive Engineer, as contained in Annexure-P/7, whereby and whereunder the Executive Engineer has rescinded the contract/agreement No. 1F2 of 2015-16 of the petitioner



in most arbitrary manner and contrary to principle of natural Justice.

(ii) For directing the concerned respondent to allow the petitioner to complete the balance work within three months next.

(iii) For declaration that the action of the Executive Engineer is totally arbitrary, colorable exercise of power, violation of principles of natural justice as well as against the term and condition of the agreement.

(iv) For commanding and directing the concerned respondent to refund of entire security deposit (Deposited & Deducted) in favour of the petitioner relates to aforesaid agreement.

(v) For further directing the concerned respondent to pay interest @ 18% per annum over entire payable amount to the petitioner from the dates of its due and till the date of its realization.

(vi) For passing such an order or orders for which the petitioner is entitled under the law in the facts and circumstances of this case.”

In view of the fact that Bihar Public Works Dispute Arbitration Tribunal is now functional, learned counsel for the petitioner, under instructions, seeks permission to withdraw the present petition reserving liberty to take recourse to such other remedies, as are otherwise available, in accordance with law.

Permission granted.

We are sure that as and when any such proceedings are initiated, before the appropriate forum/Tribunal, the same shall be considered and decided expeditiously, in accordance with law, preferably within a period of six months from the date of institution.

Needless to add, period for which the petitioner has been pursuing the matter before this Court, shall be excluded for



the purpose of computing limitation.

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)

(Partha Sarthy, J)

Sujit/Ashwini

AFR/NAFR	
CAV DATE	
Uploading Date	29.11.2022
Transmission Date	

