

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No. 10742 of 2020**

Ranjeet Kumar Raut, male, aged about 38 years, Son Of Ram Gulam Raut  
Resident Of Village And PO Bheja PS Bheja Madhepur, District- Madhubani  
... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Department of Rural Works, Govt. of Bihar, Patna
2. The Principal Secretary, Department of Rural Works, Govt. of Bihar, Patna
3. The Engineer in Chief Department of Rural Works, Govt. of Bihar, Patna
4. The Chief Engineer-3 Department of Rural Works, Govt. of Bihar, Patna
5. The Superintending Engineer, Department of Rural Works, Works Circle, Darbhanga
6. The Executive Engineer Department of Rural Works, Rural Works Division, Jhanjharpur, Madhubani

... .. Respondent/s

**Appearance :**

For the Petitioner/s : Mr. Gautam Kumar Kejriwal, Advocate  
For the Respondent/s : Mr. Kumar Manish, SC 5

**CORAM: HONOURABLE MR. JUSTICE RAJAN GUPTA**

**and**

**HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH**

ORAL ORDER

(Per: HONOURABLE MR. JUSTICE RAJAN GUPTA)

5      07-03-2022

Heard learned counsel for the parties.

After arguing at some length, Mr. Gautam Kumar Kejriwal, learned counsel for the petitioner submits that he may be allowed to withdraw the petition with liberty to invoke Clause 24 of the Standard Bidding Document. The said clause is reproduced below for ready reference:

***“24. Dispute Redressal System***

***24.1 If any dispute or difference of any kind what-so-ever shall arise in connection with or arising out of this Contract or the execution of Works or maintenance of the Works there under, whether before its commencement or during the***



*progress of Works or after the termination, abandonment or breach of the Contract, it shall, in the first instance, be referred for settlement to the competent authority within 45 days of arising of the dispute or difference, described along with their powers in the Contract Data, above the rank of the Engineer. The competent authority shall, within a period of forty-five days after being requested in writing by the Contractor to do so, convey his decision to the Contractor. Such decision in respect of every matter so referred shall, subject to review as hereinafter provided, be final and binding upon the Contractor. In case the Works is already in progress, the Contractor shall proceed with the execution of the Works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid, with all due diligence.*

**24.2** *Either party will have the right of appeal, against the decision of the competent authority, to the Standing Empowered Committee within 90 days of decision of the competent authority if the amount appealed against exceeds 0.20 (zero point two zero) percent of the initial contract price.*

**24.3** *The composition of the Empowered Standing Committee will be:*

*I. One official member, Chairman of the Standing Empowered Committee, not below the rank of Additional Secretary to the State Government;*

*II. One official member not below the rank of additional chief engineer; and*

*III. One non-official member who will be technical expert of Chief Engineer's or Superintending Engineer's level selected by the Contractor from a panel of three persons given to him by the Employer.*

**24.4** *The Contractor and the Employer will be entitled to present their case in writing duly*



*supported by documents. If so requested, the Standing Empowered Committee may allow one opportunity to the Contractor and the Employer for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of ninety days from the date of appeal, failing which the Contractor can approach the appropriate court for the resolution of the dispute.*

*24.5 The decision of the Standing Empowered Committee will be binding on the Employer for payment of claims up to five percent of the Initial Contract Price. The Contractor can accept and receive payment after signing as “in full and final settlement of all claims”. If he does not accept the decision, he is not barred from approaching the courts. Similarly, if the Employer does not accept the decision of the Standing Empowered Committee above the limit of five percent of the Initial Contract Price, he will be free to approach the courts applicable under the law.”*

In case, the petitioner avails remedy under the aforesaid provision, an effort shall be made to decide the dispute expeditiously.

Learned counsel appearing for the respondents submits that no objection regarding delay or bar of limitation shall be raised by the State.

**(Rajan Gupta, J)**

**(Mohit Kumar Shah, J)**

P. Kumar

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