

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No. 25532 of 2017

Sri Sadananda Jena

.....

Petitioner

Mr. P.C. Nayak, Advocate.

Vs.

State of Odisha and others

.....

Opposite parties

Mr. P.P. Mohanty, AGA

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE SANJAY KUMAR MISHRA

ORDER

20.06.2022

Order No.

03

This matter is taken up through hybrid mode.

2. Heard Mr. P.C. Nayak, learned counsel for the petitioner and Mr. P.P. Mohanty, learned Additional Government Advocate for the State.

3. The petitioner files this writ petition seeking direction to opposite party no.4 to release/ refund the balance security amount of Rs.2,58,010/- after completion of the work "Strengthening to Baruan-Balichandrapur road from 0/0 to 5/0 Km for the year 2014-15", as has been recommended by opposite party no.5.

4. Mr. P.C. Nayak, learned counsel for the petitioner contended that after completion of the work, the petitioner is entitled to get refund of security amount, but the same has not been extended in his favour till date, even though his application vide Annexure-2 is still pending.

5. Mr. P.P. Mohanty, learned Additional Government Advocate contended that he has received the parawise comment, but considering the limited nature of grievance made by the petitioner, his application for refund, if still pending, the authority will consider the same and pass appropriate order in accordance with law.

6. Having heard learned counsel for the parties and after going through the records, it appears that pursuant to the tender call notice issued by opposite party no.3, the petitioner participated in the tender

process and was selected for the work and, as such, agreement was signed on 18.09.2014 between opposite party no.4 and petitioner with the date of commencement of the work as 18.09.2014 and stipulated date of completion as 17.12.2014. The petitioner has completed the work on 17.12.2014 and the final bill was paid as the petitioner completed the work in time. As per the agreement, 5% amount was deducted from each bill of the petitioner as a security amount and clause 2 (b)(ii) of the agreement stipulates that the security deposit of the contractor shall be refunded only after one year of completion of work. Since opposite party no.5 had not refunded the amount within one year, i.e. by 17.12.2015, the petitioner made an application for refund of deducted security deposit and accordingly the Junior Engineer as well as the Assistant Engineer recommended that the security deposit may be refunded to the petitioner, but the authorities refunded a part of the said amount and the balance amount is still pending with the authority concerned.

7. In view of the above, this Court disposes of the writ petition directing opposite party No.4 to consider the application filed by the petitioner for refund of the security deposit vide Annexure-2 in terms of the agreement executed between the parties in accordance with law within a period of four months from the date of communication of this order.

8. With the above observation/direction the writ petition stands disposed of.

9. Issue urgent certified copy as per rules.

(DR. B.R. SARANGI)
JUDGE

Arun/Banita

(S.K. MISHRA)
JUDGE