

**IN THE HIGH COURT OF ORISSA AT CUTTACK**

**W.P.(C) No. 14183 of 2022**

*Vicky Sahu*

.....

***Petitioner***  
*Mr. S.P.Mishra ,*  
*Advocate*

Vs.

*State of Odisha & Ors.*

.....

***Opposite parties***  
*Mr.T. Patnaik, ASC*

**CORAM:**

**DR. JUSTICE B.R. SARANGI**  
**Mr. JUSTICE S. K. MISHRA**

**ORDER**  
**27.06.2022**

**Order No.**

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This matter is taken up through hybrid mode.

2. Heard Mr. S.P. Mishra, learned counsel for the Petitioner and Mr. T. Patnaik, learned Additional Standing Counsel.

3. The Petitioner has filed this writ petition seeking direction to the Opposite Parties not to award the work “Construction of Awareness Center (1<sup>st</sup> Floor) at Circle Office, Sambalpur” for the year 2021-22, being executed by the Petitioner, in favour of another entity, and further to release the balance payment for the additional work executed by the Petitioner as expeditiously as possible.

4. Mr. S.P. Mishra, learned counsel for the Petitioner contended that pursuant to tender invited by the Opposite Parties, the Petitioner was permitted to execute the work in question. Accordingly, the work order was issued on 24.11.2021, mentioning the date of commencement as 24.11.2021 and the date of completion as 15.03.2022. It is contended that during the execution of the work, the scope of

work was enhanced and the Petitioner was asked to raise construction over an area of 5000 sq.feet and he was orally asked by the authority to execute the additional work with full assurance that the enhanced payment for the execution of the additional work would be approved and released. It is further contended that the Petitioner has completed the work, which was previously allotted in his favour and has received an amount of Rs.36,00,000/-, but for the additional work, the time limit was not extended. The Divisional Forest Officer, Jharsuguda Forest Division, issued show cause notice to the Petitioner as to why the infrastructure work was not completed within the stipulated time and directed to give reply within three days, otherwise necessary action, as deemed proper, will be taken against him. The Range Officer, vide letter dated 31.03.2022, intimated the Divisional Forest Officer, Jharsuguda Forest Division, Jharsuguda about completion of Awareness Centre at RCCF Office, Sambalpur. On 08.04.2022, the Divisional Forest Officer, Jharsuguda Forest Division, in response to request made by the petitioner, refused to extend the time for completion of tender work "Construction of Awareness Center (1<sup>st</sup> Floor) at Circle Office, Sambalpur". As such, on 17.04.2022 the Divisional Forest Officer intimated that there is no question of requirement of extension of time as per contract. Therefore, the petitioner has approached this Court.

5. Mr. T. Patnaik, learned Additional Standing Counsel contended that whatever work was allotted, the Petitioner had to complete the same. It is contended that in reply to the representation of the Petitioner, Divisional Forest Officer,

Jharsuguda Forest Division intimated the Petitioner, vide letter dated 27.05.2022, paragraphs-4 to 7 whereof state as follows:

*“4.Further there was not any additional contract work or assurance given by the undersigned to the contractor. In addition to that extension of time was not allowed as per memo. No.2055 dtd 08.04.2022 and memo no. 2706 dtd 17.04.2022.*

*5.There was no question of any extension of time and additional payment because as per the contract and Range Officer, Jharsuguda report in his memo no 203 dtd 31.03.2022, construction of awareness centre (first floor) at circle office, Sambalpur has been completed and payment has ben made. Payment details has been given in Annexure I.*

*6.As per the agreement and scope of Contract work was Rs.36,00,000/- ( Rupees Thirty –Six lakhs) has been paid as per Range Officer , Jharduguda Report ( Para no 5).*

*7.Since the scope of work was Rs. 36,00,000/- (Rupees Thirty –Six lakhs) and already paid to the contractor (Para no.5), there is no question of awarding extra work to some other agency. Beyond the scope of agreement (Para No.1), no additional work was awarded by the undersigned to any other agency.”*

Therefore, he contended that the petitioner is not entitled to get any extra payment, as claimed by him in the writ petition.

6. Having heard learned counsel for the parties and after going through the records, it appears that though the petitioner was allotted with the work in question with a stipulation to complete the same by 15.03.2022, but by oral direction the Petitioner was permitted to do some extra work, for which he claims extra payment. But nothing has been placed on record to that extent. As a matter of fact, he has been paid Rs.36.00 lakhs, which he has acknowledged. In absence of any agreement to do the extra work, this Court is not inclined to look into the grievance of the Petitioner, as it is a disputed question of fact.

7. At this stage, learned counsel for the petitioner states that the petitioner may be permitted to withdraw the Writ Petition with liberty to pursue his remedy before the appropriate authority.

8. In view of the above, the Writ Petition stands disposed of granting liberty as aforesaid.

9. Issue urgent certified copy as per rules.

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(**DR. B.R. SARANGI**)  
**JUDGE**

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(**S. K. MISHRA**)  
**JUDGE**

Alok/Ananta

