

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1531 of 2023

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Gopalganj Construction Private Limited At Bhore, P.O. and P.S.- Bhore,
District- Gopalganj through its Director Sanjeev Ranjan (male), aged about-
47 years, son of Sri Shambhu Singh, resident of Village- Bhore, P.O. and P.S.-
Bhore, District- Gopalganj.

... .. Petitioner/s

Versus

1. The State of Bihar through the Chief Secretary, Government of Bihar, Patna.
2. The Principal Secretary, Rural Works Department, Government of Bihar, Patna.
3. The Additional Secretary, Rural Works Department, Government of Bihar, Patna.
4. The Superintending Engineer, Rural Works Department, Works Circle, Siwan.
5. The Executive Engineer, Rural Works Department, Works Division, Hathua, District- Gopalganj.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. S.B.K. Manglam, Adv. With Mr. Awnish Kumar, Adv. With Mr. Kumar Gaurav, Adv.
For the State	:	Mr. Anwar Karim, AC to GP-10 with Mr. K.P. Gupta, GP.10

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**CORAM: HONOURABLE MR. JUSTICE SANJEEV PRAKASH
SHARMA**

ORAL ORDER

2 22-03-2023

1. Heard the parties.

2. The petitioner by way of this writ petition prays as

under:-

“1. (1) For issuance of an appropriate writ in the nature of MANDAMUS commanding and directing the Respondent Authorities for payment of the admitted amount of maintenance for maintaining Hathua - Khairatiya Road for two years of five years maintenance period



commencing from 14.12.2016, amounting to Rs.56,06,593/- (for the fourth and fifth year of maintenance) for which the Respondent no.5 has already placed his demand before the department vide his letter no.1673 dated 24.12.2021 and even before that, however since no allotment has been released by the department, the petitioner has not been paid his due amount.

(II) For issuance of an appropriate writ in the nature of MANDAMUS commanding and directing the Respondent Authorities for payment of aforesaid due amount of Rs.56,06,593/- to the petitioner with interest if the delay in payment of the said admitted contractual amount has been caused only because of latches on the part of the Respondents.

(III) For issuance of any other appropriate writ/writs, order/ orders, direction/directions for which the writ petitioner would be found entitled under the facts and circumstances of the case.”

3. The petitioner is claiming the amount relating to maintenance under the Rural Works Department work of construction of road.

4. The petition filed before this Court by the Company is held to be not maintainable in view of the specific provisions of the **Commercial Courts Act, 2015**.

5. The petitioner has not filed the conditions of



agreement.

6. If there is an Arbitration Clause, the petitioner would be always free to take up the matter under Arbitration, otherwise he would be free to take up the dispute regarding non-payment of maintenance dues before the concerned Commercial Court.

7. Granting liberty, the writ petition is dismissed as has not maintainable.

(Sanjeev Prakash Sharma, J)

Pravinkumar/-

Item No. 17

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