

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2104 of 2023

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Shashikant Singh @ Shashi Kumar Singh S/o Jagat Narayan Singh Resident
of Veer Basawan Singh Nagar, Rukunpura, Bailey Road, District-Patna
(800014), Bihar

... .. Petitioner/s

Versus

1. The State of Bihar through the Secretary, Building Construction Department, Government of Bihar, Patna.
2. The Secretary, Building Construction Department, Government of Bihar, Patna.
3. The Chief Engineer, Building Construction Department, Government of Bihar, Patna.
4. The Superintending Engineer, Building Construction Department, Government of Bihar, Patna.
5. The Executive Engineer, Central Building Division, Building Construction Department, Government of Bihar, Patna.
6. The Sub-Divisional Officer, Secretariat Sub-Division, Building Construction Department, Government of Bihar, Patna.
7. The Junior Engineer, Vikash Bhawan Section, Building Construction Department, Government of Bihar, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Kumaresh Singh, Adv.
For the State	:	Mr. Uday Shankar Sharan Singh, GP 19

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CORAM: HONOURABLE MR. JUSTICE SANJEEV PRAKASH SHARMA

ORAL ORDER

2 22-03-2023 1. The petitioner by way of this writ petition has
prayed as under:-

*“1. That the present writ application is being
filed with a prayer for grant of the following reliefs:-*

*i. Issuance of direction, order or writ, including
writ in the nature mandamus commanding the concerned
respondents to release the payment of admitted dues of Rs.
12,59,975/- (Rupees Twelve Lakhs Fifty Nine Thousand
Nine Hundred Seventy Five Only) along with admissible*



interest on account of execution of work contract for renovation of Room No. 225, 226, 237, 272 and 274 of Agriculture Department at 2nd Floor, Vikash Bhawan, Patna for the year 2018-2019 executed between the petitioner and the Executive Engineer, Central Building Division, Building Construction Department, Government of Bihar, Patna;

ii. To adjudicate and hold that the payment of the petitioner has been held up by the respondent authorities for no fault on his behalf.

iii. Any other relief/ reliefs that the petitioner may be found entitled to in the facts and circumstances of the present case;”

2. In a recent judgment passed by the Supreme Court, in the case of **Union of India & Ors. Vs. Puna Hinda**, reported in **(2021) 10 SCC 690**, the Supreme Court has held as under:-

“24. Therefore, the dispute could not be raised by way of a writ petition on the disputed questions of fact. Though, the jurisdiction of the High Court is wide but in respect of pure contractual matters in the field of private law, having no statutory flavour, are better adjudicated upon by the forum agreed to by the parties. The dispute as to whether the amount is payable or not and/or how much amount is payable are disputed questions of facts. There is no admission on the part of the appellants to infer that the amount stands crystallised. Therefore, in the absence of any acceptance of joint survey report by the competent authority, no right would accrue to the writ petitioner only because measurements cannot be undertaken after passage of time. Maybe, the resurvey cannot take place but the measurement books of the work executed from time to time would form a reasonable basis for assessing the amount due and payable to the writ petitioner, but such process could be undertaken only by the agreed forum i.e.



arbitration and not by the writ court as it does not have the expertise in respect of measurements or construction of roads.”

3. In the opinion of this Court, matters relating to disputes of releasing of payment under a contract are purely civil disputes and the same can be taken up before the Commercial Courts. After their formation under the **Commercial Court Act, 2015**, the petitioner has an efficacious alternate remedy to approach the Commercial Courts for the said purpose. Even otherwise, keeping in view the contentions raised by the learned counsel for the respondents of their existing an arbitration clause, the writ petition is wholly barred as the petitioner has to avail remedy under the arbitration clause, for redressal of the grievance by raising a dispute under the **Arbitration and Conciliation Act 1996**.

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

(Sanjeev Prakash Sharma, J)

Sachin/-
Item No. 29

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