

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1913 of 2023

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Amit Kumar Singh S/o Sri Dhurandhar Prasad Singh R/o Rahul Nagar
Brahampura, P.S.- Brahampura, District- Muzaffarpur.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Building Construction Department, Bihar, Patna.
2. The Engineer in Chief, Building Construction Department, Bihar, Patna.
3. The Chief Engineer (North), Building Construction Department, Bihar, Patna.
4. The Superintending Engineer, Building Circle, Muzaffarpur.
5. The Executive Engineer, Building Division, Muzaffarpur.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Raju Kumar, Adv.
For the Respondent/s : Mr. Mahtab Alam, AC to SC 20

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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 petitioner has filed the instant writ
petition invoking the extra writ jurisdiction of this Hon’ble
Court inter alia for the following relief/s:-*

*(I) To issue an appropriate order/s, direction/s
including a writ preferably in nature of Mandamus
commanding and directing upon the respondents to make
the payment of a sum of Rs. 52,12,411/- (Rupees Fifty Two
Lacs Twelve Thousand Four Hundred and Eleven) only to
the petitioner who has completed the work Renovation of
Ganga Khand Kaidi Barrack (6 Nos.) in the Campus of
S.K.R.B. Central Jail at Muzaffarpur for the year 2020-21.*

*(II) To direct the respondents to make the
payment of above mentioned admitted dues of the petitioner*



with penal interest on account of delay and laches on the part of respondents.

(III) To any other relief/s to which the petitioner is entitled in the facts and circumstances of the 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. 27

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