

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.3138 of 2023**

Madan Mohan Parashar Son of Durga Das Resident of Village-Sarsawan  
Dehat, Near Satsang Bhawan, Gurwahan Colony, P.O. Sarsawan, Dist-  
Saharanpur, Uttar Pradesh ... Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Minor Water Resources Department, Govt of Bihar, Patna.
2. The Principal Secretary, Minor Water Resources Department, Govt of Bihar, Patna.
3. The District Magistrate, Begusarai
4. The Deputy Development Commissioner, Begusarai ... Respondents

with

**Civil Writ Jurisdiction Case No. 5533 of 2023**

Chandra Bhushan Mahto son of Anandi Mahto, Resident of Village-Malipur,  
Ward No. 9, P.O.-Malipur, P.S.-Garhpura, District-Begusarai ... Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Minor Water Resources Department, Govt. of Bihar, Patna.
2. The Principal Secretary, Minor Water Resources Department, Govt. of Bihar, Patna.
3. The Deputy Secretary, Minor Water Resources Department, Govt. of Bihar, Patna.
4. The Special Duty Officer, Minor Water Resources Department, Govt. of Bihar, Patna.
5. The Deputy Development Commissioner, Begusarai.
6. The District Magistrate, Begusarai.
7. The Block Development Officer, Block-Bakhri, District-Begusarai.  
... Respondents

**Appearance :**

(In Civil Writ Jurisdiction Case No. 3138 of 2023)

For the Petitioner : Mr.Nikhil Kumar Agrawal, Adv.

For the Respondents : Mr.Anirban Kundu, SC XXIV with  
Mr. Kumar Manglam, AC to SC XXIV

(In Civil Writ Jurisdiction Case No. 5533 of 2023)

For the Petitioner : Mr.Nikhil Kumar Agrawal, Adv.

For the Respondents : Mr.Kapileshwar Pd. Yadav, GP XI

**CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY**  
**ORAL ORDER**

5      28-07-2023

Heard the learned counsel for the parties.

2. These present Writ Petitions have been filed for



almost similar relief.

3. Learned counsels for the petitioners have stated that even though the petitioners have completed the works in the year 1991 and submitted the bills within the stipulated time the authorities have not made the payment within the time. Learned counsel has stated that the authorities have cleared the bills in the year 2017 (in C.W.J.C. No. 3138 of 2023) and in the year 2018 (in C.W.J.C. No. 5533 of 2023), but, the amounts paid are without calculating the interest for the delayed payment of the bill amounts due to the petitioners. Learned counsels have prayed this Hon'ble Court to grant interest to the petitioners for the delayed payment of the bill amount made by the authorities for no fault of the petitioners.

4. Per contra, the learned counsel appearing on behalf of the respondents has vehemently opposed the very maintainability of the Writ Petitions and stated that the present Writ Petitions are liable to be dismissed on the ground that there is no clause in the agreement between the parties for payment of any interest on the delayed payment of the dues. Learned counsel has stated that in the absence of any stipulation in the agreement/contract that the petitioners are entitled for payment of the interest on the delayed payments, the relief sought for in the present Writ Petitions cannot be granted. Further, it is stated



by the counsels that the petitioners have accepted the original payment made without any protest, therefore, the petitioners cannot agitate their right for payment of the interest at this point of time and prayed this Hon'ble Court to dismiss the Writ Petitions.

5. Admittedly, in the present Writ Petitions the petitioners have completed the works allotted to them within the stipulated period and, thereafter, submitted the bills. However, the authorities concerned have not paid the bill amounts due to the petitioners within reasonable period. It is only after the petitioners have approached this Hon'ble Court that the bill amounts were paid to the petitioner of C.W.J.C. No. 3138 of 2023 on 04.12.2017 and to the petitioner of C.W.J.C. No. 5533 of 2023 on 18.01.2018. The amounts paid by the authorities do not take into account the payment of interest on the delayed bill amounts paid. This Court as well as the Hon'ble Supreme Court in the catena of cases held that even in the absence of any agreement, once the work is executed by the contractor the authorities are obligated under law to clear the bills of the petitioner within a reasonable time, but, in this particular case, as seen from the record, the petitioners completed the work in the year 1991 but the bills submitted by the petitioners were paid in the years 2017 and 2018, the inordinate delay of almost



17-18 years in paying the bills cannot be countenanced or excused by any stretch of imagination. Even in the absence of any clause in the agreement, the respondents authorities are obligated to pay the interest on the delayed payments. More so, when there is a delay of almost 17-18 years in paying the amounts due to the petitioners.

6. Having regard to the above facts and circumstances, this Court is of the opinion that the ends of justice would be served if the respondents are directed to pay 7% simple interest per annum on the delayed bills amounts paid to the petitioners, i.e., from the date of submission of the bills to the date of actual payment of the amounts. The authorities are directed to calculate the interest and pay the amounts within a period of four weeks from the date of receipt of a copy of this order.

7. Both the Writ Petitions are allowed to the extent indicated above.

**(A. Abhishek Reddy , J)**

Shamshad/-

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