

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.20402 of 2013

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Ratan Kumar Singh Son Of Late Balmiki Prasad Singh Resident Of Mohalla -
Adarsh Nagar, Ward No. - 32, Near Laxminiya Chowk, Bypass Road,
District - Saharsa

... .. Petitioner/s

Versus

1. The State Of Bihar and Ors
2. The Principal Secretary, Planning, Development And Law Department,
Government Of Bihar, Patna
3. The Project Director, Bihar Aapda Punarwas Avam Punarnirman Society,
Fourth Floor, Vishweswaraiya B
4. The District Magistrate, Supaul
5. The Additional Project Director, Bihar Aapda Punarwas Avam Punarnirman
Society, Fourth Floor, Vishw

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Gaurav Govind, Adv.
For the Respondent/s	:	Mr. Dhurjati Kr Prasad, GP 14
		Mr. Md. Faiz Ahmed, AC to GP 14

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

ORAL ORDER

2 23-01-2023 1. The petitioner by way of this writ petition assails the
action of the respondents in reducing the salary of the
contractual employee from Rs. 20,000 which was earlier
enhanced from Rs. 6,000, back to Rs. 6,000 again.

2. Learned counsel for the petitioner submits that the
petitioner was appointed as a Panchayat Engineer on a fixed pay
of Rs. 6,000 vide decision dated 04.09.2012. The Director of
B.A.P.P.S (Bihar Aapda Punarwas and Punarnirman Society)
informed that post of Koshi Gram Panchayat engineer would



get an honorarium of Rs. 20,000 per month. Accordingly, the petitioner was asked to work and was receiving the higher honorarium from June 2011 up to February 2012 whereafter, in March 2012 again his honorarium was reduced to 6,800 only. Learned counsel for the petitioner submits that the petitioner's honorarium could not have been reduced and he is entitled to receive the higher honorarium.

3. Learned counsel appearing for the respondents submits that the B.A.P.P.S. is a society which is entitled to take its own decisions with regard to remuneration and payment to contractual employees. The contractual employment of the petitioner after March 2012 was to be on honorarium of Rs. 6,800 alone which he accepted till he worked up to February 2013 whereafter, he has filed the present writ petition.

4. I have considered the submission, the terms of contract have to be abided by both the parties. If the amount of honorarium has been changed in the terms of the contract, it is always open to a contracting party not to further continue with such a contract. The petitioner has admittedly continued to accept the reduced honorarium of Rs. 6,800 from March 2012 up to February 2013 without any demand and objection. In view thereof, no claim for enhanced amount is made out as a person



cannot not be allowed to approbate and reprobate at the same time.

5. The writ petition is accordingly dismissed.

(Sanjeev Prakash Sharma, J)

Suraj/-
Item No. 60

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