

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.7702 of 2017**

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Ran Vijay Kumar Son of Narsingh Prasad Singh Resident of Village - Paijuna,  
Police Station - Ghoswari, District - Patna.

... .. Petitioner/s

Versus

1. The State Of Bihar.
2. The Secretary, Building Construction Department, Government of Bihar, Patna.
3. The Superintending Engineer, Local Area Engineering Organization, Work Division, 2nd Floor, Krishi
4. The Superintending Engineer, Local Area Engineering Organisation, Work Division, Patna.
5. The Executive Engineer, Local Area Engineering Organization, Work Division, Frazer Road, Patna.
6. The Assistant Engineer, Local Area Engineering Organization, Work Division - I, Patna.

... .. Respondent/s

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**Appearance :**

For the Petitioner/s : Mr. Arun Kumar, Advocate  
For the Respondent/s : Mr. Syed Iqbal Ahmad, SC 20

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**CORAM: HONOURABLE MR. JUSTICE P. B. BAJANTHRI**  
**and**  
**HONOURABLE MR. JUSTICE ARUN KUMAR JHA**

**ORAL JUDGMENT**  
**(Per: HONOURABLE MR. JUSTICE P. B. BAJANTHRI)**

**Date : 26-04-2023**

Heard learned counsels for the respective parties.

2. In the instant petition, petitioner has prayed for the following relief/reliefs:

“That the petitioner prays for issuance  
of writ in the nature of certiorari setting aside the



Memo No. 540 dated 23.11.2016 issued from the level of Respondent Superintending Engineer, Local Area Engineering Organization, Patna Division, Patna (Respondent No. 4) as contained in Annexure – whereby and where under claim for refund back the security deposit of an amount of Rs. 2,82,4000 (Rs. Two Lakh Eighty Two Thousand and Four Hundred) has illegally been rejected without proper consideration of materials available on record as also been a direction upon Respondent to refund back the same with admissible interest.

Any other order/orders for granting any other relief/reliefs for which petitioner is found entitled to in the facts and circumstances of the case.”

3. Perusal of Annexure – 9, it is evident that there are certain disputed facts. Disputed facts cannot be adjudicated under Article 226 of the Constitution in a contractual matter. Apex Court in the case of *Union of India and Others vs. Puna Hinda* reported in **(2021) 10 SCC 690** read with *Shubhas Jain vs. Rajeshwari Shivam and Others* reported in **2021 SCC Online SC 562, Para 26** held that disputed facts in contractual matter cannot be adjudicated under Article 226 of the Constitution that too when there is a remedy of arbitration.

4. In the present case, the petitioner has a remedy of arbitration or any other clause imposed in agreement he may



invoke. Accordingly, present writ petition stands dismissed as not maintainable reserving liberty to approach before the concerned authority.

**(P. B. Bajanthri, J)**

**(Arun Kumar Jha, J)**

GAURAV S./-

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