

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.8567 of 2023

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Santosh Kumar Son of Late Ramyatan Mahto, Resident of Shahpur, Bhoja,
Begusarai, Bihar 848202.

... .. Petitioner/s

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.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Nikhil Kumar Agrawal, Adv.
For the Respondent/s : Mr. Anirban Kundu (Sc 24)

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

3 02-11-2023

Heard the learned counsel for the parties.

2. The present Writ Petition has been filed for the
following relief(s):-

(i) To issue an appropriate writ/order/direction in the nature of Mandamus commanding the Respondent Authorities pay interest @ 9% p.a. on the admitted amount of Rs. 95,670/- from the date of completion of work i.e. 1991 upto the date of payment i.e. 18.05.2018 and further interest till the date of actual payment of interest;

(ii) To issue an appropriate writ/order/direction in the nature of Mandamus commanding the Respondent Authorities to pay interest @ 9% p.a. on



the admitted amount of Rs. 95,670/- in view of the decision of Division Bench of this Hon'ble Court in Ram Sagar Pathak vs. The State of Bihar and other (L.P.A. No. 1127 of 2010) and other similar cases;

3. Learned counsel for the petitioner has stated that even though the petitioner has completed the work 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 2018 but, the amounts paid are without calculating the interest for the delayed payment of the bill amounts due to the petitioner. Learned counsel has prayed this Hon'ble Court to grant interest to the petitioner for the delayed payment of the bill amount made by the authorities for no fault of the petitioner.

4. Per contra, the learned counsel appearing on behalf of the respondents has vehemently opposed the very maintainability of the Writ Petition and stated that the present Writ Petition is 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 petitioner is entitled for payment of



the interest on the delayed payments, the relief sought for in the present Writ Petition cannot be granted. Further, it is stated by the counsel that the petitioner has accepted the original payment made without any protest, therefore, the petitioner cannot agitate his right for payment of the interest at this point of time and prayed this Hon'ble Court to dismiss the Writ Petition.

5. Admittedly, in the present Writ Petition the petitioner had completed the works allotted to him within the stipulated period and, thereafter, submitted the bills. However, the authorities concerned have not paid the bill amounts due to the petitioner within reasonable period. It is only after the petitioner has approached this Hon'ble Court that the bill amounts were paid to the petitioner in the year 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 petitioner completed the work in the year 1991 but the bills submitted by the petitioner were paid in the year 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 petitioner.

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 petitioner, 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. The present Writ Petition is allowed to the extent indicated above.

(A. Abhishek Reddy , J)

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