

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.17182 of 2022

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M/s SA Tech Software (I) Pvt. Ltd. through its State Head, namely Rishabh Priyadarshi (aged about 36 years, Male) son of Arun Kumar Sinha, having its registered local office at 218, Patliputra Colony, Town and District-Patna, registered office at Mantri S. No. 197, H. No. 2, 4 B to 7B, Nagar Road, Viman Nagar, Pune-411014, Maharashtra. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Department of Rural Development, Patna, Bihar.
2. The Secretary, Department of Rural Development, Govt. of Bihar Patna, Bihar.
3. Bihar Rural Livelihood Promotion Society (JEEViKA) Patna through its Chief Executive Officer-cum-Mission Director, Office at-VidyutBhawan, Annexe-II, VidyutBhavan, Bailey Road, Patna 800 021, Bihar.
4. Director, Bihar Rural Livelihood Promotion Society (JEEViKA), Patna, VidyutBhawan, Annexe-II, VidyutBhavan, Bailey Road, Patna 800 021, Bihar.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mrs. Nivedita Nirvikar, Sr. Advocate Ms.Richa, Advocate
For the Res. Nos.3 & 4	:	Mr.Abhinav Srivastava, Advocate
For the Stte	:	Mr.Alok Kumar Rahi (AC to AAG 4) Mr. Shailendra Kumar Singh (AC to AAG 4) Mr.Utkarsh Bhushan, Advocate

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CORAM: HONOURABLE MR. JUSTICE SANJEEV PRAKASH SHARMA

ORAL ORDER

3 14-03-2023 The petitioner by way of this writ petition has prayed
as under :

“(I) For issuance of a writ in the nature of *mandamus* directing the respondents to immediately pay 'the reimbursable costs of online examination which incurred upon the petitioner while conducting the examination of an additional 198887 candidates, above the actual number of candidates which were sought to be examined when the petitioner and the respondent no. 2 entered into the contract for 'hiring of agency for manpower recruitment in Bihar Rural Livelihoods Promotion Society [hereinafter referred to as 'BRLPS'] on 31/12/2018.

(II) For issuance of a writ in the nature of *mandamus* commanding the respondents, especially respondent no. 2 to immediately release the final payment of the cost incurred in recruiting 600 candidates, who were denied joining by the



respondents, as the petitioner has fulfilled its obligation towards contract by providing the final selection list of the candidates who have passed the rigorous process of recruitment.

(III) For issuance of appropriate order / orders directing the respondents to allow 600 candidates to join at various posts, who have been selected in a rigorous process of selection conducted in compliance of supplementary contract, entered into by the petitioner and the respondent no. 2 on 15/03/2021, for providing a selection list of 895 manpower on additional positions beyond 2608 + 20% in view of supplementary contract.

(IV) For issuing appropriate order(s)/ direction(s) to the respondents, especially respondent no. 2 to immediately release the payment of the amount deducted for providing manpower in the name of assisting the petitioner during the finalization of the selection of manpower.

(V) For issuing appropriate order(s)/ direction(s) to the respondents to pay 18% interest on the delayed payment.

(VI) For any other relief/reliefs for which the petitioner is entitled for.”

2. It is stated that an agreement had entered into between the parties with regard to the performance of conducting of the examination and while the original rates entered into between the parties were required to be paid, neither the lease amount has been paid nor the enhanced costs, which were incurred by the petitioner, have been released by the respondents.

3. Learned counsel for the petitioner submits that the said amount requires to be released by the respondents.

4. This Court finds that in the agreement, following clauses are part of the agreement, namely, 44 and 45, which are



notified as under : -

44. Amicable settlement - 44.1 The Parties shall seek to resolve any dispute amicably by mutual consultation.

44.2 If either Party objects to any action or inaction of the other Party, the objecting party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within fourteen (14) days after receipt. If that party fails to respond within fourteen (14) days or the dispute cannot be amicably settled within fourteen (14) days following the response of that Party, Clause GCC 45.1 shall apply.

45. Dispute Resolution - 45.1 Any dispute between the Party arising under or related to this Contract that cannot be settled amicably may be referred to by either Party to the adjudication/arbitration in accordance with the provisions specified in the SCC.”

5. Keeping in view the above, it is incumbent upon the petitioner to avail of the remedies under aforesaid clauses and if the dispute still persists, may take up the matter in terms of the Arbitration and Conciliation Act, 1996 and amendments made thereto from time to time.

6. Granting such liberty, this writ petition stands disposed of.

(Sanjeev Prakash Sharma, J)

Chn/-
Item No.33

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