

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.13663 of 2017

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Mithilesh Kumar Singh Son of Late Shoejee Singh, Grand son of Late Ram Nath Singh resident of Beer Kuer Singh Colony, Hajipur Ward No. 27, P.S. Hazipur, District Vaishali ... Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Water Resources Department, Government of Bihar, Patna.
 2. The Collector cum District Magistrate, Bhojpur, Arrah, District- Bhojpur.
 3. The Superintending Engineer Sone Canal Circle Arrah, District Bhojpur.
 4. The Executive Engineer Flood Control Division, Arrah, District Bhojpur.
 5. The Sub Divisional Officer, Flood Control Sub Division, Koeilwar, P.S. Koeilwar, District- Bhojpur.
 6. The Public Grievance Redressal Officer, Bhojpur, Arrah, District- Bhojpur.
- ... Respondents

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Appearance :

For the Petitioner : Mr.Braj Kishore Singh Chouhan, Adv.
For the Respondents : Mr.Harsh Kumar, Adv.

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

6 14-09-2023 Heard learned counsel for the parties.

2. The present Writ Petition is filed for the following relief(s) :

“.....for quashing the order dated 01.10.2016 passed by Public Grievance Redressal Officer, Bhojpur on 4 report of the Executive Engineer, Flood Control Division Arrah dated 05.08.2016 and again vide Letter dated 14.09.2016 denying the residual payment of bill amount against agreement no. 11F2 of 1990-91 and agreement no. 8F2 of 1991-92.”

3. When the matter has come-up for hearing on 29.08.2023, there was no representation on behalf of the respondents and the matter was adjourned to 06.09.2023. On 06.09.2023 also there was no representation on behalf of the



respondents and the matter is posted to 14.09.2023.

4. Even today, when the matter is called, there is no representation on behalf of the respondents, therefore, left with no other option, the Court is constrained to pass the order on the material available.

5. Learned counsel for the petitioner has stated that in so far as the bill amounts due against the Agreement No. 11F2 of 1990/91 are concerned, the grievance of the petitioner has been redressed. However, the bill amounts due under the Agreement No. 8F2 of 1991-92 are yet to be paid. Learned counsel for the petitioner has stated that the petitioner has completed the works as per the terms and conditions of the agreement, but the bill amounts have not been paid by the authorities concerned. That the petitioner has completed the work well within the period of contract and submitted the bills. However, the respondents have made payments for only part of the bills that a balance amount of Rs.1,29,618/- remains to be paid even till date. Learned counsel has drawn the attention of the Court to Annexure 7, which shown the extract of the measurement book wherein the total amount payable to the petitioner is shown as 2,18,618/- out of which an amount of Rs.89,000/- has been paid to the petitioner and the balance



amount of Rs.1,29,618/- remains to be paid. Learned counsel has stated that the endorsements made in the measurement book is by the authorities concerned after due verification. Learned counsel has, therefore, prayed for allowing the present Writ Petition to the extent of the above claim made against the Agreement No. 8F2 of 1991-92.

6. In the counter affidavit filed by the respondents except reiterating the facts with respect to the Agreement No. 11F2 of 1990-91 the authorities have not adverted to the claim of the petitioner with regard to the Agreement No. 8F2 of 1991-92. The Documents at Annexure 7 of the Writ Petition filed by the petitioner clearly establish that total amounts due to the petitioner was Rs.2,18,618/- out of which an amount of Rs.89,000/- was already paid. The balance amount of Rs.1,29,618/- was not paid due to lack of funds and is yet to be paid. The averments made in the Writ Petition with respect to the Agreement No. 8F2 of 1991-92 have not been denied by the respondent in their counter affidavit and they have neither the contents of the document filed as Annexure 7.

7. Having regard to the same, this Court is of the opinion that the prayer sought for by the petitioner has to be allowed and the Writ Petition is accordingly **allowed**. The



authorities are directed to pay the outstanding bill amount of Rs.1,29,618/- to the petitioner along with 6% simple interest calculated from the date of completion of the work till the date of payment. The entire exercise shall be completed as expeditiously as possible preferably within a period of four weeks from the date of receipt of a copy of this order.

(A. Abhishek Reddy , J)

Shamshad/-

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