

IN THE HIGH COURT OF JUDICATURE AT PATNA
Letters Patent Appeal No.22 of 2019
In
Civil Writ Jurisdiction Case No.6798 of 2015

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M/s Rasto Pharmaceuticals

... .. Appellant/s

Versus

1. The State Of Bihar and Ors
2. The Principal Secretary, Department of Health, Vikash Bhawan, Patna.
3. The Regional Deputy Director, Health Services, Tirhut Division, North Bihar, Muzaffarpur.
4. The Civil Surgeon cum Chief Medical Officer, Muzaffarpur.
5. Dr. A.P. Singh, ex-Civil Surgeon cum Chief Medical Officer, Muzaffarpur.

... .. Respondent/s

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Appearance :

For the Appellant/s	:	Mr. Ashok Kumar Choudhary, Advocate Mr. Subroteswar De, Advocate
For the Respondent/s	:	Mr. S.D. Yadav, AAG-9

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CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE HARISH KUMAR
ORAL ORDER

(Per: HONOURABLE THE CHIEF JUSTICE)

7 26-06-2024 The petitioner is aggrieved with the judgment of the learned Single Judge in the writ petition which sought for payment of the amounts with respect to the supply of the medicines effected.

2. The learned Single Judge found that earlier a writ petition was filed as CWJC No. 4183 of 2012, in which there was a direction to the concerned respondents to examine the appellant's bills in the light of the supplies made. Pursuant to the same, an enquiry committee was constituted which submitted its



report vide letter no. 704 dated 07.11.2012. It was found that the medicines was supplied by the appellant at a higher rate than admissible and that the appellant was not eligible for payment.

3. The learned Senior Counsel appearing for the appellant submitted that the appellant had been the supplier of medicine for four other districts wherein as per the contract terms the amounts were reimbursed. The appellant is also the sole stockist of the pharmaceutical company in the entire state of Bihar. It is admitted that the appellant did not have a contract with the respondents and it was the pharmaceutical company, whose stockist the appellant was, who had the privity of contract. The learned Counsel also submits that the enquiry was conducted behind the back of the appellant and hence he may be given an opportunity.

4. Considering the fact that petitioner has no privity of contract with the respondents, we are of the opinion that there can be no proceedings initiated by the appellant for amounts due under a contract which was with the Principal of the appellant.

5. The only fact that the appellant had supplied medicines regularly and had obtained amounts as per the contract in four other districts, which also is not substantiated herein, cannot lead to the demand being accepted by the District



of Muzaffarpur, which is under consideration in this case. Further when the claim for payment under a contract for supply is disputed, then the remedy is not under Article 226 of the Constitution of India.

6. We find absolutely no reason to entertain the Letters Patent Appeal and accordingly the same stands dismissed.

(K. Vinod Chandran, CJ)

(Harish Kumar, J)

supratim/-

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