

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2853 of 2024

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Lal Jha, aged about 54 years, male, Son of Mahesh Nath Jha, Resident of Mohalla Kabraghat, Darbhanga, Police Station L.N.M.U. Campus, District Darbhanga.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Rural Works Department, Visheshwarya Bhawan, Bailey Road, Patna.
2. The Chief Engineer -3, Rural Works Department, Visheshwarya Bhawan, Bailey Road, Patna.
3. The Addl. Chief Executive Officer, Rural Works Department, Visheshwarya Bhawan, Bailey Road, Patna.
4. The Superintending Engineer, Rural Works Department, Works Circle, Darbhanga.
5. The Executive Engineer, Rural Woks Department, Works Division, Madhubani.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Kripanand Jha, Advocate.

For the Respondent/s : Mr. Standing Counsel 16.

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

7 23-09-2024 Heard learned counsel for the parties.

2. The present Writ Petition has been filed for the following reliefs:-

“For issuance of an appropriate direction, order of writ in the nature of mandamus commanding the respondents to pay the due amount of yearly maintenance cost of the Road, namely, Champa-Laxmipur Road under Agreement No. 90 MBD/2020-21 for the years 2021-22 to till date, which comes to the tune of Rs. 39,60,000/-. The respondent concerned was obliged to pay



the same to the petitioner under the contract but in spite of continuous maintenance of the road, the same has not been paid to the petitioner.”

3. Learned counsel appearing on behalf of the petitioner has stated that pursuant to the agreement entered between the parties, the petitioner has completed the work in the year 2021 itself and, thereafter, the petitioner was maintaining the roads which were completed by him. However, the authority has not paid the maintenance amount for the year 2021-22 to 2022-23 and they have paid only the amount for the year 2023-24. Though the petitioner has been making several rounds to the office of the respondents, till date the amounts have not been paid. Therefore, left with no other option the petitioner has approached this Hon'ble Court. Learned counsel has, therefore, prayed this Hon'ble Court to allow the present writ petition and direct the respondents to pay the amount due to the petitioner for maintenance of the work done for the year 2021-22 to 2022-23.

4. Per contra, the learned counsel for the respondents has vehemently opposed the very maintainability of the present writ petition and stated that the work entrusted to the petitioner was completed only in the year 2023 and, therefore, the maintenance amount for the year 2023-24 were paid to the



petitioner. Further, it is stated that the works were not completed in the year 2021 as alleged by the petitioner. Therefore, the question of paying any maintenance amount for the year 2021-22 to 2022-23 does not arise. Learned counsel has, therefore, prayed this Hon'ble Court to dismiss the present writ petition.

5. Admittedly, as seen from the record, the petitioner was entrusted with the work of laying of the roads for the areas i.e. Jadaha Tole Road measuring length 1.130 Kilometres and Champa-laxmipur measuring length 19.750 Kilometres. The petitioner after completion of the work was entitled for maintenance of the roads for a period of five years under the said agreement. The respondents are disputing the date of completion of the work which according to the petitioner was completed on 15.06.2021, whereas the respondents are stating that the work was completed only in the year 2023. In the counter affidavit, it is stated that the works were completed only in the year 2023, however, it is to be noted that in the said counter affidavit the factum of entering into the contract in the year 2020 is not disputed and also the fact that the completion of the work was within a period of nine months from the date of the commencement of the work i.e. from 19.09.2020 has also not been disputed by the authorities. When they themselves are



stating that the agreement was entered on 19.09.2020 and the works were commenced from 19.09.2020 to be completed within a period of nine months from the date of commencement of the work, the question of completing the works in the year 2023 does not arise. As rightly pointed out by the learned counsel for the petitioner, in case, the petitioner had completed the work only in the month of July 2023 as alleged by the respondents, the petitioner could have been subjected to penalty for not completing the work within the stipulated time and also black-listing. However, the same is not the case, moreover, there is no averments in the counter affidavit to the effect that the petitioner at any point of time was given any extension of time. Further, it is to be noted that merely because the Management Information System (MIS) shows the completion of work as 15.07.2023, the same cannot be a ground for denying the payment and penalize the petitioner for the same. Further, as pointed out by the learned counsel for the petitioner the measurement book filed by the respondents themselves (Annexure 'C' to the counter affidavit annexed with the present CWJC) shows that the works were completed in the year, 2021.

6. Having regard to the above mentioned facts and circumstances, the stand taken by the authorities that the



petitioner has completed the work only in the month of July, 2023 and, therefore, he is not entitled for the year 2021-22 to 2022-23 is without any legal basis and contrary to the record. The authorities have directed to calculate the amount payable to the petitioner towards the maintenance for the year 2021-22 to 2022-23 as expeditiously as possible preferably within a period of eight weeks from the date of the receipt of the copy of this order and pay the same. It is further clarified that, in case, the amounts are not paid by the authority within the stipulated time, the petitioner would be entitled to simple interest at the rate of 8% per annum from the date of the submission of the bills till the date of actual payment to the petitioner.

7. With the above directions, the present writ petition stands allowed to the extent indicated.

(A. Abhishek Reddy, J)

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