

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.19556 of 2016

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Shatrudhan Prasad Singh, S/o late Dharuv Narayan Singh @ Dhruv Narayan Singh, resident of village- Baruni flag, Deodhi.

... .. Petitioner

Versus

1. The State of Bihar through Principal Secretary, Home Department, Government of Bihar, Patna.
2. The District Magistrate, Muzaffarpur.
3. Sub-Divisional Magistrate (West), Muzaffarpur.
4. District Transport Officer, Muzaffarpur.
5. Ashok Kumar Sharma, S/O late Rudra Narayan Thakur, Vehicle Agent, Sharma Enterprises, Sadar Hospital, P.S.-Town, District-Muzaffarpur.

... .. Respondents

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Appearance :

For the Petitioner	:	Mr. Sanjay Kumar, Advocate
For the Respondents	:	Mr. Md.Nashrul Hoda Khan, SC1
For the State	:	Mr. Md. Irshad, AC to SC1

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY
ORAL JUDGMENT
Date : 18-11-2024

1. The Writ petition is filed for commanding the respondents authorities to make immediate payment of due hire/fare amount of the petitioner against his hired Scorpio-S2 vehicle engaged for discharge of the official duty of the 3rd respondent/Sub-Divisional Magistrate (West) Muzaffarpur at the rate of Rs. 1,200/- per day from 22.01.2016 to 20.11.2016, for total 304 days and for a



total amount of Rs. 3,64,800/- (Three Lacs Sixty Four Thousand and Eight Hundred).

2. The brief facts culled out of the Writ petition is that the petitioner purchased a Scorpio-S2 vehicle on 16.01.2016 from an agency, bearing *Chassis* No. MA1TA2TDKG5A10293 and Engine No. TDF4M81834 on finance, from Union Bank of India. Later, the said vehicle was registered before the District Transport Office, Muzaffarpur on 27.01.2016 *vide* Registration No. BR06PC/8477, and the said vehicle of the petitioner was hired by the District Administration, Muzaffarpur at the rate of 1,200/- per day, through the 4th respondent/District Transport Officer, Muzaffarpur on 22.01.2016 for discharging the official duty of the 3rd respondent/Sub-Divisional Magistrate (West), Muzaffarpur. The petitioner approached several times to the 3rd respondent for the hire/fare amount of the hired Scorpio-S2 vehicle at the rate of Rs. 1,200/-, as fixed earlier, but the 3rd respondent did not paid the hire/fare amount. The petitioner submitted a representation on 04.07.2016 before the 2nd respondent,



but there was no response. Again the petitioner made an application on 16.10.2016 to the 3rd respondent and a copy of the same was given to the 2nd respondent with a prayer for payment of hire/fare amount, but nothing was paid. Upon several representations and oral persuasions made by the petitioner, the 3rd respondent addressed a Letter bearing No. 3626 dated 25.10.2016 contending that the Scorpio-S2 vehicle was made available to him through Sri Ashok Kumar Sharma (Vehicle Agent), Sharma Enterprises, Sadar Hospital, Muzaffarpur and for using the said vehicle, a cheque bearing No. 695409 worth Rs. 1,36,026/- was issued in favour of the agency by the Department.

3. It is specifically contended by the Learned counsel for the petitioner that the petitioner is nowhere concerned with Shri Ashok Kumar Sharma (Vehicle Agent), Sharma Enterprises and the said vehicle was used by the 3rd respondent for his official duty. In spite of being the hired, the 3rd respondent stated false that the amount was delivered to one Shri Ashok Kumar Sharma (Vehicle



Agent), Sharma Enterprises. Further, the petitioner has filed two applications under R.T.I. Act before the 2nd and 3rd respondents seeking the following information:

(i) What action was taken by the 2nd respondent upon his representation?

(ii) To furnish the log-book of his Scorpio-S2 vehicle which was hired for the official duty of the 3rd respondent.

4. It is contended by the Learned counsel for the petitioner that inspite of several representations, he has not received the hire amount from the respondents for which the petitioner is constrained to file the Writ application and prayed to allow the application commanding the respondents to pay the hire amount.

5. Respondent Nos. 2 to 4 filed their counter affidavit denying all the allegations made in the Writ petition. The counter disclose that the respondents, *vide* Memo No. 69 dated 06.02.2015 of the Deputy Collector, Nazarat Muzaffarpur, directed Sharma Enterprises, Sadar Hospital Road Muzaffarpur to make available, five



vehicles at the rate of Rs. 24,400/- per month for engaging them for the District Administration, Muzaffarpur as per the terms and conditions laid down in the letter. Accordingly, Sharma Enterprises made available the five vehicles on 18.03.2015. Further, *vide* Memo No. 290 dated 20.01.2016, issued by the Sub-Divisional Officer, West Muzaffarpur, the Vehicle Agent, namely, Shri Ashok Kumar Sharma was informed to the effect that due to the damage of vehicle, the office work was hampered. In response to the said letters, Shri Ashok Kumar Sharma, *vide* Letter dated 02.02.2016 intimated the Sub-Divisional Officer, West Muzaffarpur that in place of Vehicle No. BR06PC1411, a new Scorpio vehicle A/F was made available for the office use.

6. The counter further disclose that there was no contract/agreement with respect to the said Scorpio vehicle between the Vehicle owner and the Sub-Divisional Office, for payment of hired Scorpio on a higher rate. The vehicle was made available by M/S Sharma Enterprises, who was lowest bidder, on the basis of open tender.



Further, the said Vehicle Agent, namely, Shri Ashok Kumar Sharma submitted the bills in eight sets in writing pad, for payment of hired amount from 15.01.2016 to 31.08.2016, on 29.09.2016 to the respondent No. 3/ Sub-Divisional Officer, West Muzaffarpur for an amount of Rs. 1,36,076.42/- and accordingly, the said amount was paid to the Vehicle Agent, namely, Shri Ashok Kumar Sharma *vide* Cheque No. 695409 dated 14.10.2016.

7. The counter further disclose that when the petitioner made demand for payment of higher amount, the Sub-Divisional Officer, West Muzaffarpur *vide* Memo No. 3626 dated 25.10.2016 intimated the petitioner that the payment of bill amount of Rs. 1,36,026/- was already paid to the Vehicle Agent and further, the Vehicle Agent, namely, Shri Ashok Kumar Sharma intimated the petitioner *vide* letter dated 12.11.2016 regarding the receipt of the said bill amount with the request to receive the said amount from him.

8. The counter further disclose that the petitioner in not entitled for any amount from the Department and



the Writ application is made for payment of hire amount of the vehicle for the period from 25.01.2016 to 20.11.2016 cannot be considered, as there was no agreement between the petitioner and the official respondents. It is further stated in the counter, that as per the letter dated 12.11.2016 of the Contractor, the said vehicle was removed from the Department from 21.11.2016, therefore, prayed to dismiss the Writ application as it is devoid of merits.

9. It is contended by the Learned counsel for the petitioner that the petitioner has entrusted the vehicle to the 3rd respondent for his official use, but there is no document before the Court to fix the responsibility of the 3rd respondent for the payment of hire amount.

10. Heard the Learned counsel for the petitioner as well as the Learned counsel for the respondents and perused the records.

11. Admittedly, the 5th respondent is the Vehicle Agent of Sharma Enterprises and the 3rd respondent has paid the hired amount of Rs. 1,36,026/- to the Vehicle



Agent for uses of the vehicle as per the terms and agreement between the 3th and 5rd respondents.

12. If at all, the petitioner has any grievance regarding the payment, he has to approach the Civil Court by preferring a Suit against the 5th respondent for the payment of the hire amount.

13. With the said observations, the Writ petition is dismissed as it is devoid of merits.

14. Interlocutory application(s), if any, shall stand also dispose of.

(G. Anupama Chakravarthy, J)

Shanu/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	26.11.2024.
Transmission Date	NA

