

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.13488 of 2024

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DDF Consultants Pvt. Ltd. 501, B-9, ITC Twin Tower, Netaji Subhash Place, Pitampura, P.S.- Pitampura, New Delhi, 110035, through its Authorized Representative Sri Nishant Ranjan, Son of Mr. Sideshwar Prasad Sharma, aged about 55 years, Male, General Manager (Project) at DDF Consultants Pvt. Ltd. residing at Subhadra Niwas, North T.N. Path, Chiryatand, Phulwari, P.S.- Phulwari, Patna, Bihar, 800001.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principle Secretary, Department of Urban Development and Housing (UDHD), Patna, Bihar.
2. The Special Secretary, Department of Urban Development and Housing (UDHD), Patna, Bihar.
3. Special Project Officer, Department of Urban Development and Housing (UDHD), Patna, Bihar.
4. Project Officer-cum- Joint Director, Department of Urban Development and Housing (UDHD), Patna, Bihar.
5. The Municipal Commissioner, Bihar Sharif, Bihar.

... .. Respondent/s

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with

Civil Writ Jurisdiction Case No. 13542 of 2024

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DDF Consultants Pvt. Ltd., 501, B-9, ITC Twin Tower, Netaji Subhash Place, Pitampura, P.S. Pitampura, New Delhi, 110035, through its Authorized Representative Sri Nishant Ranjan, son of Mr. Sideshwar Prasad Sharma, aged about 55 years, Male, General Manager (Project) at DDF Consultants Pvt. Ltd. residing at Subhadra Niwas, North T. N. Path, Chiryatand, Phulwari, P.S. Phulwari, Patna, Bihar, 800001

... .. Petitioner/s

Versus

1. The State of Bihar through The Principle Secretary, Department of Urban Development and Housing (UDHD), Patna, Bihar
2. The Special Secretary, Department of Urban Development and Housing (UDHD), Patna, Bihar



- 3. Special Project Officer, Department of Urban Development and Housing (UDHD), Patna, Bihar
- 4. Project Officer-cum-Joint Director, Department of Urban Development and Housing (UDHD), Patna, Bihar
- 5. The Municipal Commissioner, Begusarai, Bihar

... .. Respondent/s

Appearance :

(In Civil Writ Jurisdiction Case No. 13488 of 2024)

For the Petitioner/s : Mr. Sanjay Singh, Sr. Advocate
Mr. Rudrank Shivam Singh, Advocate
For the Respondent/s : Mr. Ajay, Government Advocate (5)
For Municipal Corp. : Mr. Ravi Bhushan Verma, Advocate

(In Civil Writ Jurisdiction Case No. 13542 of 2024)

For the Petitioner/s : Mr. Sanjay Singh, Sr. Advocate
Mr. Rudrank Shivam Singh, Advocate
For the Respondent/s : Mr. Ajay, Government Advocate (5)
For Municipal Corp. : Mr. Ravi Bhushan Verma, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE PARTHA SARTHY

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 10-09-2024

The petitioner is concerned with the impugned orders at Annexure-1 which has not only cancelled the contract awarded, but also black-listed the petitioner for one year.

2. Learned Senior Counsel Sri Sanjay Singh submits that though the contract was awarded in 2018, there were a number of things to be done in the preparation of Master Plan for Begusarai and Biharshariff, which work was awarded to the petitioner. The preparation of Master Plan required details to be collected from various Government Departments and there was absolute laxity on the part of the Government Departments



in responding to the various queries made. Specific reference is made to paragraph 8 and 9 of C.W.J.C. No.13488 of 2024, which speaks of a letter having been given to the Municipal Commissioner, Biharshariff on 06.08.2018 which was responded only on 27.01.2020. It is also pointed out that it is based on this response that by Annexure-P/11, the area concerning the master plan which was originally 67.17 sq. km., was increased to 85.16 sq. km. The delay in work was only due to the laxity on the part of Government Departments, to properly respond to the various requests made by the petitioner. It is also pointed out that now the work is almost over and if 6 months is given, the petitioner would be able to complete the work. The petitioner has collated all the details and now the work required is the final preparation of the Master Plan, which would take only 6 months.

3. The contract is cancelled and the petitioner has been black-listed. The learned Senior Counsel would specifically refer to Annexure-P/2 which speaks of an amicable settlement and a dispute resolution, as per clause 7.2.

4. Learned Government Advocate, on the other hand, submits that contract itself was awarded in the year 2018 and the period for preparation of the Master Plan was 340 days.



The petitioner has delayed the project indefinitely and in such circumstances, the cancellation was effected. Show-cause notices were issued repeatedly and even the increase in area was notified as early as in 2020 and after that also, no progress was made. The learned Government Advocate also refers to the various allegations raised in the order passed, which has not been referred to or answered in the writ petition.

5. We are unable to exercise our extra ordinary jurisdiction under Article 226 to interfere in the above matter, especially since there is an alternate dispute resolution system provided. We cannot but notice that the contract is of the year 2018 and if it was not the petitioner's fault that the contract was delayed, it is for the petitioner to so establish it specifically pleading such defect on the respondent-awarder. It may not be proper for this Court to adjudicate such issues leading to resolution of disputed facts under Article 226. In such circumstances, the petitioner can only refer to the authority for amicable settlement, if possible, as provided in the agreement. The petitioner would be entitled to raise the said contention along with contention that he would finish the entire work within 6 months, which would be considered by the appropriate authority, who is The Principal Secretary, Urban Development



and Housing Department, impleaded as the 1st respondent. The petitioner shall approach the 1st respondent within a week from now and the petitioner shall be heard along with the Officers of the Department and an amicable settlement, if possible, can be arrived at and in that circumstance, the efficacy of continuing the black-listing also should be considered.

6. With the above observations, the writ petition stands closed. We also find that C.W.J.C. No.13542 of 2024 agitates the very same cause and the contract is also similar but relatable to Begusarai. The orders passed in the C.W.J.C. No. 13488 of 2024 shall apply in this case too.

(K. Vinod Chandran, CJ)

(Partha Sarthy, J)

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AFR/NAFR	
CAV DATE	
Uploading Date	11.09.2024
Transmission Date	

