

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.17393 of 2023

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Surya Narayan Choudhary s/o Dukha Choudhary, resident of Moh. and P.O.-
Mahishi, Ward No. 09, District-Saharsa, Bihar, PIN-852216.

... .. Petitioner/s

Versus

1. The State of Bihar through Additional Chief Secretary, Education Department, Government of Bihar, Patna.
2. The Managing Director, B.S.E.I.D.C Ltd. Corporation, Shiksha Bhawan Saidpur, Patna-800004.
3. The Chief Engineer, B.S.E.I.D.C Ltd. Corporation, Shiksha Bhawan Saidpur, Patna-800004.
4. The Executive Engineer (Headquarters) B.S.E.I.D.C Ltd. Corporation, Shiksha Bhawan Saidpur, Patna-800004.
5. The Executive Engineer, B.S.E.I.D.C Koshi Division, Saharsa.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Jitendra Kumar, Adv.
For the State	:	Smt. Binita Singh (SC 28)
For the BSEIDC	:	Mr. Girijesh Kumar, Adv.

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CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE HARISH KUMAR

ORAL JUDGMENT

(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 23-02-2024

The petitioner is before this Court claiming enhancement of scheduled rates as against the rates quoted and agreed to in the agreement dated 24.01.2022.

2. The petitioner's Counsel submits that there were many hurdles in execution of the contract and, hence, he could not carry out the same within the stipulated time.

3. As per the agreement, the contract was entered into on 24.01.2022 and it was to be completed within 15 months. Admittedly, the work has not been completed and at this late stage, the petitioner is seeking for enhancement of rate with effect from 01.01.2022. Learned Counsel also submits that



communication has now been issued, produced as Annexure-P/11 along with supplementary affidavit, which directs him to complete the work within the specified time.

4. Learned Counsel submits that the petitioner is unable to complete the work, since the measurement for the work completed has not been carried out yet. It is also prayed that the earnest money deposit may be directed to be refunded. If the rates are not enhanced, then the petitioner should be absolved from further work, seems to be the contention.

5. We are of the opinion that none of these prayers, made in the writ petition, in the supplementary affidavit and across the Bar, is sustainable under Article 226 of the Constitution of India. These are all matters which have to be relegated to the civil jurisdictions invoked in a contractual matter or if an arbitration clause exists, to such remedy of arbitration. We find absolutely no reason to entertain the writ petition and hence dismiss the same, leaving the liberty afore stated.

(K. Vinod Chandran, CJ)

(Harish Kumar, J)

Anjani/-

AFR/NAFR	
CAV DATE	
Uploading Date	27.02.2024
Transmission Date	

