

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.18194 of 2022

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M/s Asha Info Solutions Pvt. Ltd. through its Proprietor Sanjay Singh, aged about 46 years (M), Son of Sri Heera Singh, residing at Flat No.- 201, Saket Apartment, Montessory Lane, Boring Road, P.S.- S.K. Puri, District- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Building Construction Department, Government of Bihar, Patna.
2. The Chief Engineer, Building Construction Department, Patna.
3. The Executive Engineer, Building Construction Department, Patna Division, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Yogendra Kumar Singh, Advocate
For the Respondent/s : Mr. Mahtab Alam, SC-20.

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

3 23-04-2024 Heard the parties.

2. The present writ petition has been filed for the following relief(s) :

(i) For issuance of an appropriate writ, order or direction directing and commanding the respondents to pay the petitioner of the amount for the work of E/R to W/S and S/I and Boring at Civil Court for the year 2015-16 done by the petitioner.

(ii) For issuance of an appropriate writ directing and commanding the respondents to pay the petitioner interest at Market rate for his due amount for the period the same has not been paid or is not paid to the petitioner.

3. The case of the petitioner is that he has completed the works entrusted to him in the year 2016 and immediately,



after completion of the work within the stipulated time, the petitioner has submitted the necessary bills. That the authority concerned did not make the payments of the bills due to the petitioner immediately but after several rounds made to the office of the respondents, the amounts were finally paid in the year 2023. Learned counsel for the petitioner has stated that the petitioner is entitled to interest on the delayed payments. Learned counsel has further stated that due to the lapses committed by the authorities the petitioner was not paid the due amounts immediately after the completion of the work, but, paid the amount after a lapse of almost 7 years. Therefore, learned counsel for the petitioner has stated that a direction may be given to the authorities to pay the interest on the delayed payment.

4. Per contra the learned counsel appearing on behalf of the respondents has vehemently opposed the very maintainability of the present Writ Petition and stated that the present Writ Petition is liable to be dismissed on the ground that there is no contract or clause in the agreement entered between the parties for making payment of any interest on the delayed payment. Learned counsel has stated that the petitioner is bound by the terms and conditions of the agreement entered between



the parties and, therefore, he cannot seek any direction from this Hon'ble Court for payment of any interest on the delayed amount. Further, it is argued that due to administrative reason the delay had occurred and the same is a reasonable delay and not extraordinary one. Learned counsel has, therefore, prayed this Hon'ble Court to dismiss the present Writ Petition.

5. Admittedly, in the present case the petitioner has been entrusted the works contract in the year 2016 and he has completed the same. That after completion of the works the petitioner has submitted the bills but the amounts due to the petitioner were not paid immediately. The said amount were paid in the year 2023, i.e., after nearly 7 years. In the counter affidavit filed by the respondents except stating that there is no agreement or clause for making payment of interest on the delayed payment no other grounds has been raised. It is pertinent to note that whenever contracts are entered between the Government and its agencies and private contractors, after completion of works, whenever bills are raised the Government authorities are expected to act fairly and make the payment after due verification immediately. In this particular case the authorities have not denied the fact that the petitioner has completed the works in the year 2016 itself and submitted the



bills, but, for the reasons best known to the authorities they have paid the amount only in the year 2023, i.e., after a lapse of nearly 7 years. The petitioner cannot be denied the payment of interest on the delayed payment solely on the ground that there is no clause in the agreement between the parties for making payment of interest on the delayed payment. Any prudent person will enter into the contract with the Government or any third party with the hope that the bill amounts will be paid immediately or within some reasonable time on completion of the works. Even while tendering the bids or quoting the price for the works, they will factor into account that some delay will occur in realizing the dues but by no stretch of imagination will a person expect that the bills will be cleared after a period of nearly 7 years. The petitioner cannot be punished for no fault of his and for the lapses committed by the authorities.

6. In view of the facts and circumstances of the present case, this Court deems it proper and fit to grant simple interest at the rate of 7% per annum on the delayed payment, i.e., from the date of submissions of the bills till the date of making the payment, i.e., 2023. The said interest amount shall be calculated and paid to the petitioner within a period of two months from the date of receipt of a copy of the order.



7. With the above direction the Writ Petition stands
allowed to the extent indicated.

(A. Abhishek Reddy , J)

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