

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.20737 of 2018

=====

Mukesh Kumar Son of Shri Vadehi Sharan Singh, Resident of Village-
Kamruddinganj, P.S.- Laheri, District- Nalanda.

... .. Petitioner/s

Versus

1. The State Of Bihar through Principal Secretary, Urban Development and Housing Department, Government of Bihar, Patna
2. The District Magistrate, Nalanda.
3. The Addl. Collector, Nalanda.
4. The Nazarat Deputy Collector, Nalanda.

... .. Respondent/s

=====

Appearance :

For the Petitioner/s	:	M/s Y.C.Verma, Sr. Advocate Salaj Kumar Rai Adarsh Singh, Advocates
For the Respondent/s	:	Mr. Arun Kumar, AC to GP 1

=====

CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 28-08-2025

1. The writ petition is filed for the following reliefs:

“(A) A writ in the nature of MANDAMUS or any other appropriate writ/s, order/s direction/s for commanding and directing the Respondents for the following:-

i. To pay to the Petitioner his entire dues with interest for the work already done i.e. supply of electricity twenty Circle (Anchal) Offices falling within



Nalanda District by installing generator as per terms of the tender and agreement dated 10.10.2013 entered in between the District Magistrate, Nalanda and the Petitioner and extended till 30.07.2017 and work taken upto 15.07.2017 to tune of Rs. 27,43,421/- with interest.

ii. To hold that the petitioner is entitled to the payment and interest for work already done as referred to above and the Respondents are under pay the same forth worth.

(B). To any other relief/s to which the petitioner is found entitled to.”

2. The case of the petitioner as culled out from the Writ petition is that the 2nd Respondent-District Magistrate, Nalanda along with other authorities published a tender in a local Hindi newspaper, inviting bids for the supply of 5 KVA generators, on a rental basis to provide electricity to twenty Block-cum-Anchal offices in Nalanda District for a period of one year, with a provision for extension. It is submitted that the petitioner's bid was found the most suitable and was accepted and a work order was issued on 10.10.2013,



containing ten terms and conditions. Pursuant thereto, the petitioner fully complied with the terms and executed the work by purchasing and installing 20 generators and managing their operation and maintenance at his own cost.

3. It is further contended that the petitioner's performance was found satisfactory and consequently the contract was extended from time to time until 30.06.2017, and thereafter till 15.07.2017. The further contention is that despite fulfilling all contractual obligations without any complaints or adverse report, the respondents failed to pay the full dues.

4. The Learned Senior counsel Mr. Y.C.Verma for the petitioner submitted that the total outstanding amount claimed by the petitioner was Rs. 27,43,421/-, including Rs. 44,921/- up to November 2016 and Rs. 26,98,500/- from December 2016 to July 2017. The petitioner also made a formal request for payment on 08.08.2018 and performance reports from all Circle Officers confirmed satisfactory service.



5. The Learned Senior counsel further submitted that the petitioner has duly performed the contract and is entitled to the full payment with interest. It was argued that denial of payment has caused financial hardship and violates the doctrine of promissory estoppel as well as property rights. It was urged that the non-payment is unlawful.

6. A detailed counter affidavit was filed by respondent Nos 2 to 4. 6. The respondents admit issuing the work order and extending the contract based on satisfactory performance.

7. The Learned counsel for the respondents submitted that payments were initially made to the petitioner. Later a joint enquiry was conducted in which 25% of the amount was deducted based on committee's opinion that the service was "almost satisfactory" (Mote Taur Par). Further, the enquiry team recommended payment at a fixed monthly rent of Rs. 17,990/- till 12.07.2017, and directed removal of generators thereafter.

8. It is further contended that all Circle



Officers acknowledged the petitioner's service as almost satisfactory and the remaining amount i.e., Rs. 22,98,077/- was paid to the petitioner through RTGS, as confirmed by official communication dated 14.12.2022 (Annexure - R-4/C). Therefore, no further dues were payable to the petitioner.

9. It is further submitted that the agreement did not provide for payment of interest, hence, the petitioner is not entitled to interest on the outstanding amount.

10. Heard Mr. Y.C.Verma, the Learned Senior counsel for the petitioner and the Learned counsel for the respondents. Perused the records.

11. The court observes that the respondents have not provided clear or satisfactory reasons, for deducting 25% of the dues from the petitioner's total claim. Since the enquiry report and performance reports do not conclusively justify the 25% of sthe dues deduction, the petitioner is entitled to the deducted amount.

12. Therefore, the respondents are



directed to pay the withheld 25% of the dues within three months from the date of receipt/production of this order. In so far as the claim for interest is concerned, the Court notes that the agreement between parties does not provide for any Clause providing interest for delayed payments. In absence of contractual stipulation the petitioner is not entitled claim the interest.

13. In result, the Writ petitions is partly allowed as to the extent indicated above.

14. Interlocutory Application(s), if any, shall stand disposed of.

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	09.09.2025
Transmission Date	

