

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11204 of 2017

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Priyanka Devi W/o Shrawan Kumar resident of Mohalla - Ashok Nagar, Road
No. 7-A, P.O. - Lohia Nagar, P.S. - Kankarbagh, District - Patna.

... .. Petitioner/s

Versus

1. The State Of Bihar through the Principal Secretary, Building Construction Department, Bihar, Patna.
2. The Chief Engineer, Building Construction Department, Bihar, Patna.
3. The Superintending Engineer, South Bihar Circle, Building Construction Department, Bihar, Patna.
4. The Executive Engineer, Patna Building Construction Division, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr.Ranjeet Kumar Singh, Advocate
For the Respondent/s : Mr.K.K. Singh, AC to Gp22

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY
ORAL ORDER

2 08-05-2025 1. The Writ petition is filed directing the respondent no. 4 to pay the outstanding dues i.e. Rs. 3,00,000/-, with statutory interest to the petitioner, against the executed work with regard to tender notice no. 78/2016-17.

2. It is the specific contention of the Learned counsel for the petitioner that the petitioner being a woman/licensee contractor have executed the works of S/R work of compounder



quarter no. 8 in the campus of PMCH, Patna for the financial year 2016-17 vide tender notification No. 78/2016-17 of Executive Engineer, Building Construction Department, Bihar, Patna. The Executive work estimated to an amount of Rs. 3,00,000/- and in the light of the aforesaid tender notification and as per the oral instructions made by the respondent authorities, the petitioner executed the work well within the time. The bills were prepared and submitted but the amount were not paid to the petitioners, being aggrieved the present Writ application is filed.

3. A detailed counter affidavit has been filed by the contesting respondent no. 4. The contents of counter affidavit disclose that the Writ petition is not maintainable, in view of the Bihar Public Works Contract Disputes Arbitration Tribunal Act/Rules 2008. Further there is a provision for



invoking the jurisdiction of the Arbitration Tribunal and without availing that opportunity, the present Writ application was filed. It is also contended in the counter affidavit that no contract agreement is annexed with the Writ petition to prove that tender was awarded to the petitioner and pursuant to the tender the petitioner executed the work.

4. Considering the entire material on record, it is evident that no agreement has been filed by the petitioner to prove that tender was allotted to her to execute the work.

5. However, it is the petitioner's contention that the amount was not paid, which is a disputed fact. These all are questions of facts which cannot be decided by this Court. The petitioner can avail her remedy before the appropriate forum. This Court is of the considerable view that the Writ petition is not maintainable, and is accordingly



dismissed, as it is devoid of merits. However, liberty is granted to the petitioner to avail her remedy before the appropriate forum. In case of limitation, the tribunal shall liberally consider the same as the petitioner has approach this Court within the stipulated period of time.

(G. Anupama Chakravarthy, J)

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