

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.9312 of 2017

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Ram Kishor son of Sunil Sharma resident of mohalla - Anand Vihar Colony,
Police Station - Agam Kuan, District - Patna.

... .. Petitioner/s

Versus

1. The State Of Bihar
2. The Engineer-in-Chief, Building Construction Department,
Vishweshwaraiya Bhawan, Bailey Road, Patna
3. Executive Engineer, Patna Building Division, Punaichak, Patna.
4. Superintending Engineer, Patna Building Division, Punaichak, Patna.
5. Junior Engineer, Rajendra Nagar Building Sub-Division, Rajendra Nagar,
Patna.
6. Assistant Engineer, Rajendra Nagar Building Sub-Division, Rajendra Nagar,
Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Manish Kumar No-2, Adv.
For the Respondent/s	:	Mr.Syed Iqwal Ahmad-SC20
	:	Mr.Md. Zeeshan Kalim, AC to SC-20

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 08-07-2025

1. The petitioner has prayed for the following reliefs:-

That the present writ application is being filed for issuance of appropriate writ/writs, order/orders, direction or directions to the Respondent Authorities to pay the petitioner for the dues amount of Rs. 3,61,003/- with respect to the work, namely repairing of the drain of Administrative Building of Hindi Granth Academy, Patna with statutory interest from the date of dues



of the aforesaid amount and/or any other relief or reliefs to which the petitioner may be found entitled encourse of hearing of this writ application.

2. The brief facts, as culled out from the Writ petition, are that the petitioner is a reputed contractor and has been executing contracts for the State Government of Bihar as well as different firms. The respondent authorities issued a tender notice, for repairing the drain, in the administrative building of the Hindi Granth Academy. The petitioner submitted his tender along with all relevant documents, and after scrutiny, he was selected as the contractor by the respondent authorities. Pursuant to it, an agreement (vide Agreement No 1105F2/2014-15) was executed between the petitioner and the respondent authorities and the petitioner was directed to commence the work from 17.12.2014 and to complete it within a period of 20 days.

3. The contents of the Writ petition further disclose that the petitioner completed the assigned work, and after due inspection, the Junior Engineer



prepared a bill in the measurement book, for which the petitioner submitted a bill to a tune of Rs. 3,61,003/- on 05.01.2015. The petitioner made his final representation before the Executive Engineer on 20.04.2017 requesting for release of the payment. However, the said amount has not been paid to the petitioner. Being aggrieved by the inaction of the respondent authorities in not disbursing the payment, the present Writ petition was filed.

3. A detailed counter affidavit was filed by the respondents contending that the Writ petition is not maintainable in view of the Bihar Public Works Contracts Disputes Arbitration Tribunal Act, 2008. It is for the petitioner to prefer a reference case before the Bihar Public Works Contract Arbitration Tribunal. The counter affidavit further disclose that as per the departmental procedure, before the commencement of each financial year, a list of priority work is prepared and funds are allocated. If for any reason, payments are not made before the end of the financial year, the amounts shall be returned to the Government treasury and the outstanding dues will



be treated as a liability, which must be approved by the Liability Committee and only after such approval, payments can be released. In the present case, for the financial year 2014-15, without the approval of the Liability Committee, the claimed amount cannot be paid in view of the rules. The claim of the petitioner is time-barred, and no reference has been made to the Tribunal, within the period of one year and therefore, prayed to dismiss the Writ petition.

4. Heard the Learned counsel for the petitioner as well as the Learned counsel for the respondents and perused the records.

5. On perusal of the records, it is evident that the petitioner has not enclosed the copy of the agreement entered into between the petitioner and the respondent authorities. Hence, the contents of the agreement are not known to this Court. It is the specific contention of the Learned counsel for the petitioner that he made a representation before the Executive Engineer on 20.04.2017, which is still pending. It is not in dispute that the petitioner completed the work within the stipulated time in the



year 2014. The said representation was made to the Executive Engineer after three years of the completion of the work. Admittedly, an alternative remedy is available to the petitioner under the Bihar Public Works Contracts Disputes Arbitration Tribunal Act, 2008.

6. However, this Court is of the considered view that the petitioner may avail the remedy by approaching the Tribunal whether within one month from the date of receipt of the order and the Tribunal shall adjudicate the matter within three months from the date of filing of the reference case. The Tribunal shall also liberally construe the aspect of limitation, as the Writ petition was filed in the year 2017

7. With the aforesaid observations, the Writ petition stands disposed of.

(G. Anupama Chakravarthy, J)

AMANDEEP/-

AFR/NAFR	NAFR
CAV DATE	N/A
Uploading Date	18.07.2025
Transmission Date	

