

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.19202 of 2017

=====

M/s Bhavya Enterprises, Mirjan Hat, Bhagalpur through its Proprietor
Mukesh Kumar Sah, son of late Mohan Sah resident of Mirjan Hat Road, P.O.
Mirjanhat, P.S. Mojahidpur, District - Bhagalpur.

... .. Petitioner/s

Versus

1. The State Of Bihar through the Secretary, Urban Development and Housing Department, Government of Bihar, Patna.
2. The Secretary, Urban Development and Housing Department, Government of Bihar, Patna.
3. The District Magistrate, Munger.
4. The Municipal Commissioner, Munger Municipal Corporation Munger.

... .. Respondent/s

=====

Appearance :

For the Petitioner/s	:	Mr.N.K. Agrawal, Sr. Advocate
	:	Mr. Brij Nandan Prasad, Advocate
	:	Ms. Diksha Kumari, Advocate
For the Respondent/s	:	Mr.Sushmita Sharma, AC to SC-9

=====

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

Date : 24-03-2025

1. The Writ petition is filed for issuance of Writ of Mandamus to direct the respondent authorities to pay the petitioner a sum of Rs. 22,16,125/- for the work executed by the petitioner under the agreement dated 17.08.2016, between the petitioner and the Municipal Commissioner, Munger, Municipal Corporation.



2. The brief facts culled out of the petition are that the Municipal Corporation, Munger published notice inviting tender No. 05/2016-2017 for repair and maintenance of C.F.L. and L.E.D. street lights, along with Highmast lights. The petitioner along with other bidders submitted their respective tenders. Being the lowest bidder, the Municipal Corporation, Munger executed an agreement with the petitioner for repair and maintenance of street lights and Highmast lights for the period from 17.08.2016 to 16.08.2017.

3. As per the instructions of District Magistrate, Munger the Executive Engineer, Electric Supply Division, Munger directed the petitioner to arrange proper lighting, at all the ghats of river Ganga, along with the fort area. In compliance with the direction of Municipal Corporation, Munger, the



petitioner provided the necessary light arrangements on 24.09.2016.

4. It is the specific contention of the Learned Senior counsel, Mr. N.K. Agrawal, that inspite of executing the works, the respondents have failed to pay the admitted dues to the petitioner, for which he was constrained to file the present Writ petition. It was also contended that the Writ petition has been pending since 2017, and therefore, sought permission to approach the appropriate authorities, which shall consider and dispose of the matter within a stipulated time.

5. Admittedly, the Writ petition has been filed for payment of sum of Rs. 22,16,125/-. The counter affidavit of the 1st and 2nd respondent clearly disclose that there are proforma parties to the Writ petition. The petitioner has the grievance solely against the Municipal Corporation, Munger. The



counter affidavit of the 4th respondent merely denies the contents of the Writ petition and further states that the repair work was suspended for a very short period to remove the technical defects. It also alleges that 64 lights were not functioning which demonstrate the inefficiency of the petitioner and that a large area remained in darkness, on the eve of festival. It is further stated that, upon inspection out of all lights under the agreement only 29 were functioning while remaining were extinguished. It is pertinent to mention that the petitioner sought permission to approach the appropriate forum.

6. Therefore, without going into the merits of this case, Writ petition is disposed off directing the petitioner to make an appropriate representation before the District Commissioner, Munger raising all his grievances in turn the Commissioner, Munger i.e. the 4th respondent shall pass an appropriate order



considering the material on record within two months from the date of filing of the representation.

(G. Anupama Chakravarthy, J)

amitkr/-

AFR/NAFR	NAFR
CAV DATE	N/A
Uploading Date	28.03.2025
Transmission Date	N/A

