

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.18849 of 2018

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Sanjay Kumar Singh Son of Ram Nath Singh, Proprietor BHAWANI BUILDCON PROJECT Pvt. LIMITED, Resident of Flat No. G1-A, 3-B, 3-C, Narayan Villa Apartment, East of Gandhi Murti, Patel Nagar, Lal Bahadur Shastri Nagar, Police Station- Shastri Nagar, District- Patna, PIN CODE- 800023.

... .. Petitioner/s

Versus

The State Of Bihar and Ors

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Angad Kunwar, Adv.

Mr. Surendra Kr. Mishra, Adv.

For the Respondent/s : Mr. S. Raza Ahmad- AAG-5

Mr. Bijoy Kr. Sinha, AC to AAG-V

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 25-07-2025

1. The Writ petition is filed to command the respondents to release the final payment and security deposit, along with interest, as the petitioner had completed the work by December 2010.

2. The brief facts as culled out from the Writ petition are that the petitioner is a registered contractor and had entered into an agreement with the respondents vide Agreement No. 16F/2009-10 for the installation of hand pumps in Mahadalit villages.

3. In accordance with the agreement, the



petitioner completed the assigned work by December 2010. However, the final payment and security money have not been paid by the respondents. The petitioner addressed letters to the respondents on 05.04.2018, 29.05.2018 and 25.07.2018. Despite these representations, the respondents did not release the amount, due to which the petitioner was constrained to file the present Writ petition.

4. A detailed counter affidavit was filed by the respondents, which disclose that the total value of agreement was Rs. 1,15,16,450/-. After completion of the work, the petitioner was paid an amount of Rs. 93,52,288/- which was equivalent to the work executed by him.

5. Further, the Executive Engineer, PH, Division, Patna vide Letter No. 532 contained in Memo No. 532 dated 16.02.2019, requested the petitioner to submit the work completion certificate and a detailed report, including the particulars of the pending amount. A reminder was issued on 08.07.2019, vide Letter No. 1704 contained in



Memo No. 1704 again seeking submission of the detailed report. In spite of the repeated communications, the petitioner did not furnish the required report or the payment bills to the Executive Engineer.

6. Once again, the Executive Engineer addressed a letter on 17.12.2021 vide Letter No. 4392, calling upon the petitioner to submit documents and records in accordance with the terms and conditions of the agreement and tender. The counter affidavit further disclose that the petitioner did not respond to these letters of the Executive Engineer, as a result, the matter could not be finalized.

7. Heard the Learned counsel for the petitioner as well as the Learned counsel for the respondents.

8. At this juncture, the Learned counsel for the petitioner seeks liberty to file a fresh representation before the Executive Engineer within one month from the date of receipt of this order, along with all relevant documents.



Considering the contents of the counter affidavit, wherein, the respondents themselves have requested for the details, this Court is of the considered view that the petitioner may file such representation. In turn, the Executive Engineer shall consider the relevant documents and pass an appropriate order within three months from the date of filing of the representation.

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

(G. Anupama Chakravarthy, J)

Manish/-

AFR/NAFR	NAFR
CAV DATE	N/A
Uploading Date	30.07.2025
Transmission Date	

