

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.6075 of 2015

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Amrendra Kumar, son of Late Ram Niranjana Sharma, Resident of Mohalla-Shahdullahpur, P.S. Lalganj, District- Vaishali-844112

... .. Petitioner/s

Versus

1. Member, Engineering Rail Bhawan, Railway Board, New Delhi-110001
2. General Manager (East Central Railway) Hajipur-844101
3. General Manager, Engineering (East Central Railway) Hajipur-844101
4. General Manager, Vigilance (East Central Railway) Hajipur-844101
5. Assistant General Manager (East Central Railway) Hajipur-844101
6. A.E.N.H.Q. (East Central Railway), Hajipur
7. Senior Section Engineer Works, H.Q. Hajipur, (East Central Railway) Hajipur-844101

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Raj Dular Sah
For the UOI	:	Mr.Subodh Kumar Jha, Sr. CGC
	:	Mr.Ram Tujabh Singh, CGC
For the Respondent/s	:	Mr.Mahesh Prasad

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 08-04-2025

1. The Writ petition is filed to direct the respondent authorities to pay an amount Rs. 4,93,211/- with interest against the works done vide contractor's Bill vide letter No. 03(E.C.R.) dated 21.11.2013 and further the petitioner seeks payment of security money amounting to Rs. 45,000/-, earnest money of Rs. 19,200/- and 10% of reduction in the bill amount totaling to an amount of Rs. 5,57,411/-



(Rupees Five Lakh Fifty Seven Thousand Four Hundred Eleven only).

2.The contents of the writ petition disclose that the petitioner participated in Open Tender Notice No. 02/Sonepur/20/2012-2013, Item No. 34, under Agreement No. DRMTC-SEE/11 dated 11.10.2012, for the work zone No. 34 for all sanitary pipeline works under ADEN/Spl/Sonepur. The stipulated time for completion of the work was 30.06.2013. The petitioner claims to have completed all the works under the agreement before the stipulated period and requested the General Manager, East Central Railway, Hajipur, and others, by way of letter No. 01 (ECR) dated 29.08.2013/10.09.2013, along with Annexure-1(B) dated 08.08.2013 and Annexure-1(A) dated 27.08.2013, informing that the works allotted under the agreement had been completed. Further, the petitioner was also constrained to issue a legal notice to the respondents dated 20.12.2013. However, the respondents gave the reply to the legal notice contending that out of 13 work orders, only 7



work orders were completed, and the remaining 6 were not completed.

3. It is the specific contention of the Learned counsel for the petitioner that the petitioner has completed all the 13 works and was made to move from pillar to post for the payment of the amount. Despite filing the writ petition, he has not received any payment till date.

4. A detailed counter affidavit was filed by the respondent/Railways, admitting about the works which were allotted to the petitioner by the Railway Department. It further contended that the contractor/petitioner was paid an amount of Rs. 3,15,185.64/- for the works done by him, and that Rs. 45,000/- against the Performance Guarantee (PG) in the form of a Fixed Deposit (FD) and Rs. 19,200/- against the security deposit money have been adjusted towards liquidated damages, as the contractor failed to complete the balance work. The counter affidavit further discloses that altogether 13 work orders were allotted to the petitioner under the agreement for a total amount of Rs. 7,97,710/-, out



of which 7 work orders were completed for a value of Rs. 3,15,185.64. However, the contractor did not complete the remaining 6 work orders, amounting to Rs. 4,82,524.24. Since the petitioner defaulted in completing the balance works, liquidated damages amounting to Rs. 5,20,082/- were imposed on the contractor, equivalent to 10% of the value of the work not done, with security deposits and other amounts deposited towards damages.

5. On perusal of the record, it appears that the respondents are not admitting the petitioner's dues.

6. On perusal of the agreement between the petitioner and the Railway Department, it is evident that Clause-28 of the agreement stipulates that the Railway reserves the right to make such recoveries and adjustments notwithstanding the fact that the amount of final bill may be included by one of the parties as an item of dispute before any authority appointed under the arbitration clause of the contract and notwithstanding the fact that the



amount of the final bill figures in the arbitrator’s award.

7. If there are any disputes of fact regarding the balance amount as per the agreement, such disputes shall be placed before the arbitrator duly appointed by the Railways. Therefore, it is always open for the petitioner to raise his claims before the arbitrator. Since the question of facts are involved the same cannot be decided under the writ jurisdiction. Hence, the petitioner is directed to approach the Railway authorities, to refer the matter to the arbitrator, who in turn shall pass an appropriate award within four months of the filing of the representation.

8. With the abovesaid observation, the Writ petition stands disposed of.

(G. Anupama Chakravarthy, J)

vinita/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	16.04.2025
Transmission Date	

