

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.6033 of 2015**

Prasant, Son of late Pradeep Kumar, Resident of C- 202, Raj Kishori Complex  
Mulchand Path, Bahadurpur Gumti, Kankarbagh, Patna- 800020.

... .. Petitioner/s

Versus

1. The Principal Secretary (Gramin Vikash) Rural Development, Govt. of Bihar, Patna
2. The Deputy Secretary Gramin Vikash Rural Development, Govt. of Bihar, Patna.

... .. Respondent/s

**Appearance :**

|                      |   |                                                           |
|----------------------|---|-----------------------------------------------------------|
| For the Petitioner/s | : | Mr. Rajesh Dayal, Advocate                                |
| For the Respondent/s | : | M/s Anant Pd. Singh, SC 15<br>Deepika Sharma, AC to SC 15 |

**CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY**

**ORAL JUDGMENT**

**Date : 07-05-2025**

1. The writ petition is filed for the following reliefs:

“(a) For issuance of an appropriate writ in the nature of Mandamus for commanding and directing the respondent No. 1 and 2 to lift and collect the 11000-00 books named as (Rastriya Gramin Rojgar Guarantee Scheme Bihar Sankalan 2009), which kept safely at petitioner office store room since 08.01.2010.

(b) For Issuance of an appropriate writ directing the Respondent authorities after collecting the 11000-00



thereafter will also pay the total due bill submitted by the petitioner and also to return the security deposit Rs 10,000-00 paid by the petitioner and for any other relief(s) for which the petitioner may be found entitled to in the facts and circumstances of the present case”

2. It is pertinent to mention that the original petitioner, namely Pradeep Kumar, died on 28.01.2024, i.e., during the pendency of the Writ petition. In view of the said development, I.A. No. 1 of 2024 was filed seeking substitution of his legal heir. The said interlocutory application was allowed by this Court vide order dated 12.07.2024, and accordingly, his legal heir, namely Prasant, has been substituted as the petitioner in the writ petition.

3. The brief facts pleaded by the original petitioner(since dead) are that the Respondent No. 1, issued a supply order vide Letter No. 3995 dated 20.05.2009 (Annexure-1) to the father of the petitioner, for the supply of books titled *Rashtriya Gramin Rozgar Guarantee Scheme Bihar Sankalan*



2009, under the written terms and conditions specified therein. It is submitted by the petitioner that subsequently, Respondent No. 2, vide Letter No. 194 dated 08.01.2010 (Annexure-2), informed the father of the petitioner that the sample proof of the books had been corrected and directed the father of the petitioner to begin the printing work. In the said Letter, it was specifically mentioned that the entire supply process must be completed by 24.01.2010 and accordingly, the father of the petitioner complied with the instruction and completed the entire supply process within the stipulated time, i.e., on 20.01.2010. It is further contended by the petitioner that despite timely completion, the printed books were neither collected nor received by the respondent authorities. Thereafter, the father of the petitioner repeatedly visited the office of the respondent authority in Patna, requesting them to lift and receive the printed books, so that the bill could be submitted for release of the payment. It is further contended that the respondent authorities failed



to take any action, resulting in substantial financial losses to the petitioner. Furthermore, the father of the petitioner submitted several written representations regarding the issue, on 06.08.2010, 08.08.2011, and finally on 13.06.2012. However, no positive response or action was taken by the respondent authorities.

3. The Learned counsel for the petitioner submitted that due to the arbitrary and unlawful inaction of the respondent authorities in failing to lift the printed books, withholding the petitioner's payment, and not returning the security deposit amounting to Rs. 10,000, the petitioner's legal and fundamental rights as guaranteed under the Constitution of India have been infringed. Being aggrieved the petitioner has filed the present writ petition.

4. A counter affidavit was filed by respondents. It is averred in the counter affidavit that without prejudice to the generality of the statements made in the counter affidavit, the respondents categorically deny and refute all the



contentions and allegations made by the Petitioner in the writ application, except those specifically admitted in the counter. It is submitted by the Respondents that the allegations made by the Petitioner are either contrary to the provisions of the relevant Acts, Rules, and Government decisions, or are against the interest of the Respondents. It is contended that vide Letter No. 3955 dated 20.05.2009, and Letter No. 194 dated 08.01.2010 issued the purchase order to the original petitioner for supply 11,000 books, subject to certain terms and conditions. The petitioner was directed to complete the supply of the books on or before 24.01.2010. It is further submitted that the petitioner failed to print and supply the books within the stipulated time, i.e., by 24.01.2010 and further the petitioner approached the authorities and requested for extension of six months to complete the supply, but the same was denied on the ground that the books were to be distributed immediately according to its relevancy. After failing to meet the supply deadline, the petitioner



submitted a representation dated 06.08.2010, after a lapse of seven months requesting the department to lift the said books. It is submitted by the respondents that such a request was rendered meaningless in light of the Petitioner's failure to adhere to the originally agreed deadline.

5. It is further submitted in the counter affidavit that the original petitioner was a regular supplier of government publications and was fully aware of the time-bound nature and importance of such supply orders. The petitioner had voluntarily agreed to complete the supply by the specified deadline and, having failed to do so, is now attempting to recover his loss at the expense of public funds.

6. It is specifically submitted by the Learned counsel for the respondents that the nature of the supply order was such that, after the lapse of time, the material (books) had lost its relevance and utility, and therefore, prayed to dismiss Writ application as it is devoid of merits.

7. Heard the Learned counsel for the



petitioner as well as the Learned counsel for the respondents.

8. Having considered the rival submissions and the materials on record, this Court finds no illegality or arbitrariness in the action of the respondents in refusing to accept the belated supply. Government contracts, particularly those involving time-sensitive material for public distribution, are subject to strict timelines, and failure to adhere to such timelines defeats the very purpose of the supply of the books in question. The representations made after the expiry of the delivery period, cannot revive a lapsed contractual obligation, especially when the petitioner has not shown sufficient cause for the delay. It is also noticed by this Court that the original petitioner was a regular supplier of government publications and was, therefore, fully aware of the time-bound nature and importance of such supply orders. The petitioner's plea, made under the guise of being a layman, that the respondents failed to collect the books from his premises, is misconceived and



untenable, as the obligation was clearly upon the petitioner to deliver the books to the designated location of the respondents. This lapse, coupled with the failure to deliver the books within the stipulated period, further weakens the petitioner’s claim and does not warrant interference under writ jurisdiction. This Court is further of the view that no fundamental or legal right of the petitioner has been infringed that would warrant interference under Article 226 of the Constitution of India.

9. Accordingly, the writ petition is found to be devoid of merit and is hereby dismissed.

10. Interlocutory Application(s), if any, shall stand disposed of.

**(G. Anupama Chakravarthy, J)**

Spd/-

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| AFR/NAFR          | NAFR       |
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