

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.2004 of 2018

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Baleshwar Singh son of Satya Narayan Singh Resident of Village - Ward No. 02, Jahangirpur, Kothia, Police Station - Khanpur, District - Samastipur, Proprietor Regd. Railway and Civil Contractor and General Order Suppliers, At Jahangirpur, Kothia, Police Station - Khanpur, District - Samastipur.

... .. Petitioner/s

Versus

1. The Union Of India through the General Manager, East Central Railway, Hajipur
2. The Divisional Railway Manager, East Central Railway, Dhanbad.
3. The Divisional Finance Manager, East Central Railway, Dhanbad.
4. The Executive Engineer Bridge, East Central Railway, Mughal Sarai.
5. The Assistant Engineer Bridge, East Central Railway, Dhanbad.
6. The Deputy Chief Engineer Bridge, East Central Railway, Hajipur.
7. The Assistant Divisional Engineer Bridge, Dhanbad.
8. The Senior Section Engineer Bridge Daltonganj Jharkhand.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Rana Sanjay Kumar Singh, Advocate
For the Respondent/s : Mr. Bindhyachal Rai, Sr. Panel Counsel

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 02-09-2025

1. The petitioner has filed the instant application for the following relief:

*"I. To issue an appropriate orders,
direction/s including a writ preferably in
the nature of MANDAMUS commanding
and directing upon the respondents to
make the payment of sum of Rs.
9,35,100/- (Nine Lakhs Thirty Five*



Thousand One Hundred) only for cleaning of bridge Girders of Br. 253 DN. 246 DN, 199 UP, 2, 4, 17, 65, 78, 79, 88, 95, 111, 130, 148, 159, 173, 222, 225, 262 B, 312, 314, 327, 20, 106 A, 106 B, 109, 2 (Jhingurdah Siding), 3, 9, 23, 27, 32, 44, 184, 221, 252, 262 A, 360, 361, 362 and 365 under BRI /DTO Dhanbad Division against the Contract Agreement No. 03/M/DHN/15-16 dated 09.04.2015.

II. To made the payment of interest on the aforesaid amount due to fault and latches on the part of respondents.

III. To any other relief/s to which the petitioner is entitled in the facts and circumstances of the case.”

2. The brief facts, as set forth by the petitioner, are that he is a registered Railway and Civil Contractor and a General Order Supplier,



having his office in Samastipur, Bihar. It is submitted that a sealed open tender was floated vide Tender Notice No. W.584/DHN/2014-15/Open/15 dated 19.06.2014 for periodical painting of bridge girders, under the BRI/DTO Dhanbad Division. The petitioner's tender was accepted at an overall rebate of 0.7% for a total contract value of Rs. 62,37,348.88/-. The stipulated period for completion was 11 months from the date of acceptance.

3. It is further submitted that the petitioner executed Contract Agreement No. 03/M/DHN/15-16 dated 09.04.2015 with the Railways. As per the work scope, painting of bridge girders was to be called out after cleaning the steel surfaces of oil, grease, rust, and other contaminants. However, it is the grievance of the petitioner that no separate item for cleaning of rust from girders was included in the BOQ, despite the same being essential for proper execution of painting. The petitioner claims to have made repeated representations from 15.12.2014 to



19.05.2016 requesting that the cleaning item be incorporated and paid for.

4. It is further submitted that the petitioner completed the cleaning and painting work as instructed. The petitioner was paid Rs. 42,77,930/-, but a specific amount of Rs. 9,35,100/- towards cleaning work was neither sanctioned nor paid.

5. It is further submitted that for a similar work in Mughalsarai Division, the cleaning item was later introduced through a 2nd variation statement, signed by both parties, and payment was duly made. However, in the Dhanbad Division, despite similar circumstances, the item was not introduced, and the cleaning work remained unpaid.

6. In the supplementary affidavit, the petitioner has reiterated that after completion of the work, he made representations to the Executive Engineer (Bridge), East Central Railway, Mughalsarai (Respondent No. 4), requesting sanction of the cleaning amount in his favour.



7. It is stated that on 18.02.2015, a reminder was sent, highlighting that the petitioner had completed the painting work as per oral instructions, but the cost for cleaning was not released. The petitioner further contends that due to his repeated representations, the cleaning item, which was originally absent from the tender schedule, was subsequently introduced by way of a 2nd Variation Statement in the contract related to Mughalsarai Division. The said variation was allegedly signed and accepted by both parties, and Note No. 7 was issued for release of the cleaning amount under the directions of Respondent No. 6.

8. It is submitted that both tenders of Mughalsarai and Dhanbad Divisions were for similar works and were signed by the same officer (Respondent No. 6). However, despite this, the cleaning item was deliberately not introduced in the Dhanbad Division contract, causing unjust denial of the corresponding payment. It is alleged that the allocated amount for cleaning remains with the Railway and has not been disbursed to the



petitioner.

9. It was argued by the Learned counsel for the petitioner that the cleaning of girders was an essential and integral part of the painting work and had to be carried out prior to application of paint to ensure adherence to specifications. It is further submitted that the petitioner had completed the work to the satisfaction of the concerned authority, and repeated representations were made to include the cleaning work in the variation statement, which were ignored.

10. It was further submitted that the Railways themselves introduced cleaning as an item in a similar contract at Mughalsarai, and denial of the same in Dhanbad Division is discriminatory and arbitrary thereby violating Article 14 of the Constitution of India.

11. It is further submitted that the petitioner relied on internal notings and communications from the Assistant Engineer and Executive Engineer, which indicated that cleaning



was recognized as a required activity but was never formally included in the contract agreement.

12. A detailed counter affidavit was filed on behalf of the respondents stating therein that the petitioner's claims are misconceived and the Writ petition is devoid of merits.

13. It was contended by the Learned counsel for the respondents that the work of cleaning the girders is inherently included in the scope of painting work and is not a separate or extra item warranting additional payment.

14. It is further submitted that the petitioner was paid of Rs. 42,77,930/- through 10 bills, and that the Performance Guarantee and Earnest Money/Security Deposit were refunded after submitting "No Claim" certificates dated 27.02.2017 and 21.08.2017 respectively.

15. It is further contended that once the petitioner issued "No Claim" certificates and accepted the final bill, without any reservation, no further claim can be entertained as per the terms of the General Conditions of Contract (GCC), 2008.



16. It was further submitted that each work and location are specific, and the petitioner cannot rely on administrative decisions in Mughalsarai Division to claim parity in the Dhanbad Division.

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

18. On consideration of the materials on record and submissions of the parties, it is evident that the petitioner executed the work under Contract Agreement No. 03/M/DHN/15-16 and received full and final payment, including refund of Performances Guarantee and Earnest Money Deposit, after issuing "No Claim" certificates. Each contract is governed by its own terms and conditions, and decisions taken in one division do not automatically apply to another, unless incorporated contractually.

19. Furthermore, the petitioner's claim for separate payment of cleaning work cannot be entertained at this stage, as he had accepted final



settlement and declared that he has no further claim.

20. The supplementary affidavit filed by the petitioner introduces new pleas and documents which were not part of the original writ petition. The relief of supplementary affidavit cannot be accepted to enlarge the scope of the original pleadings at this stage.

21. Accordingly, the writ petition is dismissed as devoid of merits.

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

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	12.09.2025
Transmission Date	

