

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11363 of 2018

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Manoj Kumar Sinha Son of Sri Bharat Prasad Singh, Resident of Mohalla-
North Patel Nagar, Benu Bihar Colony, Road No. 2, House No. 13, P.S.
Patliputra, Distt.- Patna.

... .. Petitioner/s

Versus

1. The State Of Bihar through the Principal Secretary, Building Construction Department, Bisheshraiya Bhawan, Bailey Road, Government of Bihar, Patna
2. The Principal Secretary, Building Construction Department, Bisheshraiya Bhawan, Bailey Road, Government of Bihar, Patna
3. The Principal Secretary, General Administration Department, Government of Bihar, Patna.
4. The Secretary, Building Construction Department, Bisheshraiya Bhawan, Bailey Road, Government of Bihar, Patna
5. The Special Secretary, Building Construction Department, Bisheshraiya Bhawan, Bailey Road, Government of Bihar, Patna
6. The Electrical Executive Engineer, Electrical Estimating Division No. 1, at present Electrical Executive Engineer, Electric Works Division, Bhagalpur, Building Construction Department, Government of Bihar

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Jai Prakash Verma, Advocate
For the Respondent/s : Mr. Jitendra Kumar, AC to Ex AAG 11

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT
Date : 09-07-2025

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

“.....For commanding and directing to the respondent authorities to make payment of interest on contractual payment i.e. on Rs. 10,50,558/-(Ten lacs fifty thousand five hundred and fifty eight only) from the date of preparation of bill



i.e. 10.1.2012 till the date of its payment i.e. in 1st week of April 2015 @ 18% p.a. against the Electrification work done by him of the Collectorate Building, Shekhpura, ground and 1st Floor as per the Agreement dated 19.8.2011 between the petitioner and Electrical Executive Engineer, Electric Estimating Division No.1, B.C.D. Patna. And for the other necessary relief or reliefs for which the petitioner is entitle to in accordance with law.”

2. It is the third round of litigation. Earlier, the petitioner has filed CWJC No. 13189 of 2014 to pay to the petitioner Rs. 11,90,770/- alongwith interest @ 18% per annum against the Electrification work done by the petitioner (contractor) of the Collectorate Building Shekhpur, ground and 1st Floor as per the Agreement dated 19.8.2011 between the petitioner and Electrical Executive Engineer, Electrical Estimating Division No. 1, Building Construction Department, Patna. Upon which a co-ordinate Bench of this Court vide order dated 04.08.2014 passed the following



order:

“Learned counsel for the State submits that if the claim of the petitioner is admitted, steps will be taken for release of the fund at the earliest.

That being so, this Court would direct respondent nos.2 and 3, to ensure that the payment of sum of Rs. 11,90,770/- is made positively to the petitioner within a period of three months from the date of receipt of this order. If, however, in the aforesaid period of three months the respondents, for any reason find the petitioner not entitled for such payment they, would also communicate the same to the petitioner but in no view of the matter the issue should be kept pending.

With the aforementioned observations and direction, this application is disposed of.”

3. It is contended by the learned counsel for the petitioner that, since payment was not made within the prescribed period, the petitioner filed a contempt application before this Court, bearing MJC No. 730 of 2015. It is further



submitted that during the pendency of the said contempt proceedings, the payment of Rs.10,50,558/- was made against the final bill dated 10.01.2012 in the first week of April 2015, but without any interest for the delayed period from 10.01.2012 to 1st April 2015. It is also submitted that the petitioner's earlier representation dated 11.11.2014, wherein a request for payment of the completed work along with interest @18% per annum was made, was never considered.

4. The Learned counsel for the respondents submits that the contempt application bearing MJC No. 730 of 2015 was disposed of by this Court vide order dated 30.11.2017. The relevant portion of the said order is extracted hereinbelow:

“This Court, however, after perusing the show-cause finds that the steps were taken for compliance of the order passed by this Court and there is no willful disobedience.

The contempt application is, thus, disposed of with liberty to the petitioner to pursue any other claims in accordance



with law by filing a representation."

5. The Learned counsel for the petitioner submits that the above order indicates a submission was made on behalf of the petitioner that no interest for delayed payment had been given and that certain amounts which were deposited as security had not been refunded. The petitioner alleged willful disobedience on the part of the opposite parties and prayed that the contempt application be disposed of with liberty to pursue other claims in accordance with law by filing a representation.

6. It is submitted by the Learned counsel for the petitioner that pursuant to the liberty granted by this Court, the petitioner filed a detailed representation on 14.12.2017 before Respondent No. 2, requesting consideration of the representation in light of the liberty granted in MJC No. 730 of 2015 and sought for payment of interest @18% per annum on Rs.10,50,558/- from 10.01.2012 (date of bill preparation) till the date of



its payment (first week of April 2015). Further, the petitioner prayed for refund of the security deposit amounting to Rs.52,528/- (5% of the contract amount) at the earliest. But the said representation has not yet been considered by Respondent No. 2, which is arbitrary, illegal, and mala fide.

7. Learned counsel for the petitioner further submits that due to delay and non-availability of funds on the part of the respondents, payment was not made in time and was made after lapse of three years without interest, which is unjustified. Therefore, the petitioner is legally entitled to interest @18% per annum on Rs.10,50,558/- from 10.01.2012 till the date of payment. The failure on part of respondents to pay such interest has caused irreparable loss and injury to the petitioner, therefore, the petitioner is constrained to file the present writ petition.

8. A detailed counter affidavit was filed by Respondent No. 6. It is stated therein that the petitioner had earlier filed a writ petition being CWJC No. 13189 of 2014, seeking payment of dues



amounting to Rs.11,90,770/- along with interest at the rate of 18% per annum. The Hon'ble Court, vide judgment and order dated 04.08.2014, directed the respondent authorities to pay the said sum of Rs.11,90,770/-, but declined the prayer for interest. The petitioner accepted the said order and did not challenge it. It is further contended that in view of the said order dated 04.08.2014, the present writ petition is not maintainable and is barred by the principle of res judicata.

9. It is further submitted that the petitioner was awarded the contractual work titled "Renovation Work of Electrical Wiring and Electrical Installations in the Collectorate Building, Sheikhpura (Ground Floor and First Floor)" by the Electrical Estimating Division No.-1, Patna, under the Building Construction Department, Government of Bihar. Following administrative restructuring and mergers the execution of electrical works relating to the aforementioned contractual work become the subject matter within the territorial jurisdiction of the Electrical



Works Division, Bhagalpur.

10. It is submitted by the Learned counsel for the respondents that the total contractual amount of Rs.10,50,558/- was duly paid to the petitioner as per measurements recorded in the Measurement Book, vide Divisional Voucher No. 07 dated 31.03.2015 (Annexure-A), after obtaining all required approvals. Additionally, the Security Deposit amounting to Rs.52,528/- was also released in favour of the petitioner vide Banker's Cheque No. 622617 dated 12.11.2018 (Annexure-B).

11. It is also submitted that there is no pending claim under the agreement bearing No. 176 F2 of 2011-12 and the contract stands fully and finally settled. Moreover, there was no general or specific clause in the said agreement which entitles the petitioner to claim interest on delayed payment. Therefore, the petitioner's claim for interest is without any contractual basis and is an attempt to introduce new terms into the concluded agreement.



12. It is further contended that the petitioner's representation dated 18.06.2015 (submitted on 19.06.2015) should be deemed to have been disposed of impliedly upon full and final settlement of the contractual dues and release of the security deposit.

13. The Learned counsel for the respondents in light of the above facts prays for dismissal of the writ petition, as devoid of merits.

14. Heard the Learned counsel for the petitioner and the Learned counsel for the respondents. Perused the records.

15. The earlier Writ Petition bearing CWJC No. 13189 of 2014, a co-ordinate Bench of this Court has observed as follows

"That being so, this Court would direct respondent nos.2 and 3, to ensure that the payment of sum of Rs. 11,90,770/- is made positively to the petitioner within a period of three months from the date of receipt of this order. If, however, in the aforesaid period of three months the respondents, for any reason



find the petitioner not entitled for such payment they, would also communicate the same to the petitioner but in no view of the matter the issue should be kept pending”.

16. In compliance with the above direction, the respondents through their counter affidavit have submitted in paragraph No. 11 that *“In specific reply to the contentions raised by the petitioner in paragraph No.-12 of the instant writ petition, it is humbly submitted that the Respondent Authorities have made payment of entire contractual amount of Rs. 10,50,558.00 only for the fore-mentioned work after duly considering the claim of the petitioner in its entirety and as such the representation Dated-18.06.2015 (submitted on 19.06.2015) should be deemed to have been disposed of with the payment of the Agreed Contractual Amount and Release of the Security Deposit.”*

17. Admittedly, the petitioner has prayed for the 18% of interest on delayed payments in CWJC No. 13189 of 2014, wherein the Co-ordinate



Bench of this Court has disposed off the Writ petition directing the respondents to pay Rs. 11,90,770/- only. The said order is very much silent, as to the interest part claimed by the petitioner as delayed payments. In spite of it, the petitioner has neither challenged the order by way of LPA nor preferred a review. The orders passed in CWJC No. 13189 of 2014 dated 04.08.2014 have attained finality. The petitioner is barred from filing a fresh Writ petition for claiming 18% of interest on the delayed payments. Moreover, there is no specific clause in the agreement about the interest part on delayed payments, in order to direct the respondents to pay interest.

18. In view of the above, this Court is of the considered view that the grievance of the petitioner has already been redressed by the respondents and nothing remains to be adjudicated.

18. In result, the Writ petitions is dismissed as it is devoid of merits.

19. Interlocutory Application(s), if any,



shall stand disposed of.

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	25.07.2025
Transmission Date	

