

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.5887 of 2017

=====

Shashi Shankar Roy S/o Shyam Sunder singh, Resident of Village-Konandpur, P.S.-Pakri Baraswan, District-Nawada At Present-H/O Suresh Sharma 2nd Floor Near Apollo Central School, Kashinath Lane, East Lohanipur, P.S.-Kadamkuan, District-Patna.

... .. Petitioner/s

Versus

1. The Union Of India through the Secretary, Department of Telecommunication Centre Sanchar Bhawan, New Delhi.
2. Chief Managing Director, Bharat Sanchar Nigam Limited, Sanchar Bhawan, New Delhi.
3. Chief General Manager, Bharat Sanchar Nigam Limited, Kolkata.
4. General Manager, Bharat Sanchar Nigam Limited, Telecom Project, Patna.
5. Deputy General Manager, Bhatar Sanchar Nigam Limited, Telecom Project, Patna.

... .. Respondent/s

=====

Appearance :

For the Petitioner/s	:	Mr.Mukund Mohan Jha, Adv. Mr. Vinod Gautam, Adv.
For the Respondent/s	:	Mr.S.D Sanjay Addl. Soc. Gen.
For the UOI	:	Mr. Kanak Verma, CGC

=====

CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 02-09-2025

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

2. During the course of arguments, the Learned counsel for the petitioner submitted that this is the second round of litigation initiated by the petitioner. In the first round, he had preferred



CWJC No. 19263 of 2013 seeking a direction upon the respondents, for payment of the remaining amount of Rs.3,88,750.11/- out of the total bill of Rs.7,22,906.68/-. This Court, by judgment dated 20.08.2015 disposed of the aforesaid Writ petition, directing the petitioner to approach the concerned authority with a fresh representation, whereupon the authority was required to examine the matter and take steps for payment of the admitted dues within four weeks from the date of receipt/production of that order. The Court further observed that if the amount was not paid within such period, the petitioner would be entitled to simple interest @10% per annum, to be calculated from the date it became due till the date of final payment. It was also directed that if the entire claim of the petitioner was not found admissible, the petitioner should be duly communicated the reasons for arriving at such conclusion.

3. It is further submitted by the Learned counsel for the petitioner, that pursuant to the aforesaid judgment dated 20.08.2015 passed in



CWJC No. 19263 of 2013, the petitioner preferred a representation vide Annexure-6, before the respondents, but the same is still pending despite of the clear directions of this Court.

4. On perusal of the prayer made in this Writ petition, it is evident that the petitioner has again approached this Court with the same relief, seeking payment of the admitted dues of Rs.3,01,048.39/-.

5. A detailed counter affidavit was filed on behalf of the respondent Nos. 1 to 8. The contents of the counter affidavit disclose that the petitioner had preferred MJC No. 68 of 2016, which was disposed of, as the petitioner's dues of Rs.37,412/- has already been paid by way of cheque. The counter affidavit further disclose that the BSNL Management had issued a work order only for 8.035 KM, whereas the petitioner claims to have executed work for 9981 meters, which is contrary to the work order agreement entered between the parties. As per the site In-Charge, the correct payable amount was Rs. 1,70,418.48/-,



including 10% of the first bill (Rs. 4,61,942.41/-). On account of non-completion of the A/T, a sum of Rs. 46,194.24/- was withheld, and on account of recovery towards stores, an additional sum of Rs. 1,33,002.70/- was withheld. Accordingly, the balance payable was Rs. 37,411.78/- as per the order. Furthermore, the earnest money and security deposit of Rs. 41,507.48/-, shall be refunded. Upon final settlement of the bill, the tender amount of Rs. 7,22,906/- shall be subject to increase or decrease depending upon the site conditions and the actual execution of the work.

6. The counter affidavit further disclose that the payment was withheld, due to the conduct of the petitioner, as he did not accept the final measurement taken by the department, and the A/T process was invited for a length of 9367 meters. It is further contended that the petitioner made false allegations and did not adhere to the measurement taken on 21.02.2011, though he had duly signed the measurement book. The counter affidavit also disclose that the petitioner himself



did not accept the final measurement, and the manner in which the bill amount of Rs. 3,01,048.39/- has been claimed, has not been properly explained.

7. After considering the counter affidavit well as the rival submissions and pleadings, it is evident that the petitioner has been claiming payment for the actual length of 9367 meters, whereas the work order was issued for 8.035 KM. The petitioner has not accepted the measurement recorded, in the field measurement book, which constitutes the real dispute to be settled by the respondents.

8. Admittedly, the respondents have not passed any order on the petitioner's representation (Annexure-6). The Learned counsel for the respondents has fairly submitted that she has no instructions as to whether any such order has been passed or not? Therefore, this Court directs the respondents to pass an appropriate and reasoned order on the representation of the petitioner, within three months from the date of receipt of this



order, in compliance with the earlier directions of this Court in CWJC No. 19263 of 2013, dated 20.08.2015.

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

(G. Anupama Chakravarthy, J)

AMANDEEP/-

AFR/NAFR	NAFR
CAV DATE	N/A
Uploading Date	12.09.2025
Transmission Date	

