

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.10007 of 2023

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Dhananjay Kumar Pathak Son of Sh ri Bhola Shankar Pathak, Resident of-
Mohalla-50, Company Sarai, P.O.-Sasaram, P.S.-Sasaram Model, District-
Rohtas, Bihar-821115 ... Petitioner

Versus

1. The State of Bihar through Principal Secretary, Building Construction Department, Government of Bihar, Patna.
2. The Engineer-in-Chief, Building Construction Department, Government of Bihar, Patna.
3. The Chief Election Officer, Bihar, Patna.
4. The District Returning Officer-cum-District Magistrate, Rohtas at Sasaram.
5. The Executive Engineer, Building Construction Division, Rohtas at Sasaram.
6. The Assistant Engineer, Sasaram Bhawan Pramandal, Rohtas at Sasaram.

... Respondents

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Appearance :

For the Petitioner/s : Mr.Chhaya Mishra, Adv.
For the Respondent/s : Mr.Manoj Kr. Ambastha (Sc26)

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CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY
ORAL ORDER

12 21-04-2025 Heard the parties.

2. The present writ petition has been filed for the
following relief(s) :

I. To direct the respondents to resolve the issue regarding due payment of contract works in terms of order dated 15.02.2022 passed in CWJC No. 9738 of 2021 by resolving the grievance raised in the representation dated 04.04.2022 filed in compliance of the said order by the petitioner regarding payment of due amount to the tune of Rs. 26,81,238/- along with interest till the date of payment on completing the 11 contract works within prescribed time including works of Barricading for the strong room,



for distribution and collection center at Marketing Yard, Takiya, Sasaram, the barricading work of 35 Karakat for the counting of Parliamentary Election, barricading work of collectorate along with Main Road for nomination, construction of the 6 numbers of counting halls and one counter hall, construction of the Postal Ballot Counting Hall and 7 Nos, VVPAT Counting, Repair work of the Administrative Building of Bazar Samiti at Takiya, Sasaram, Repair of statutory, Non statutory and briefing center and others rooms at Bazar Samiti at Tikiya, Sasaram, Replacement and provision to EW & EL in Administrative Block and other Building of Bazar Samiti at Takiya Sasaram and Repair work for Data Center (Basudha Kendra) Building cum data center in the campus of Collectorate, Sasaram, but, till date the outstanding dues of the petitioner have not been paid to him despite repeated requests to the concerned Respondents on one pretext or the other and for the reasons best known to them.

II. For issuance of appropriate writ/writs in the nature of mandamus directing the concerned respondents to make the payments of the aforesaid dues of Petitioner in accordance with the law without any further delay.

III. For grant of any other relief/s for which the petitioner is entitled under law in the facts and circumstances of this case.



3. It is the case of the petitioner that he was entrusted for the work of parliamentary election at Sasaram and after the said work was completed successfully, the petitioner has submitted the bills for an amount of approximately Rs.26,81,238/-. That in spite of several requests and reminders made to the authorities the amounts are yet to be paid to the petitioner. That due to non-payment of the said bills the petitioner is facing severe hardships and is in a financial crisis. That though the petitioner has earlier approached this Hon'ble Court by way of Writ Petition being C.W.J.C. No. 9738 of 2021, this Hon'ble Court has disposed of the same on 15.02.2022 directing the petitioner to file a representation. That in compliance of the same the petitioner has filed a detailed representation on 04.04.2022 enclosing the details of the amounts payable. However, the authority has till date has not paid the amount. Learned counsel for the petitioner has stated that the petitioner having completed all the work successfully and submitted the bills however paying the bills within time the authorities are not paying. Learned counsel has stated that the petitioner left with no other option has approached this Hon'ble Court by way of the present Writ Petition.

4. Per contra, the learned counsel appearing on behalf of the respondents has vehemently opposed the very maintainability of the present Writ Petition. Learned counsel



has stated that the authority has constituted Four Men Committee on 09.11.2021 which has recommended for deduction of the amount of Rs.23,07,067/- due to the inferior quality of the works and on other grounds. That as against the total bill of Rs.90,07,344/- the petitioner has already been paid Rs.68,08,932/- thereafter the matter was re-examined on 06.05.2022 in view of the orders passed by this Hon'ble Court in C.W.J.C. No. 9738 of 2021 by the District Election Officer-cum-District Magistrate, Rohtas, and the earlier decision taken by the authority has reaffirmed. Further it is stated that the representation of the petitioner was duly taken into consideration and the necessary orders passed and the same was communicated to the petitioner on 14.05.2022. Learned counsel has therefore prayed this Hon'ble Court to dismiss the present Writ Petition.

5. When the matter came-up for admission this Court vide order dated 20.3.2025 has asked the counsel for the Respondent-State under what authority or provision of law the Four Men Committee was constituted and whether any prior notice was given to the petitioner to present his side of the story. However, the Respondent-State was unable to bring on record any provision of law or authority under which the Four Men Committee has been constituted.



6. A perusal of the conditions of the contract entered between the parties (more particularly Clause 8 which reads as under :

“8 : The final bill shall be prepared by the officer of the Public Work Department in accordance with the rules of the department in the presence of the contractor with in the month of the date fixed for completion of the work.”

7. The above Clause amply makes it clear that the final bill shall be prepared by the officer of the Public Works Department in the presence of the contractor within the month of date fixed for completion. Even though the counsel for the Respondent-Authority has tried to rely on Clause 23 which reads as under :

“23 : In case any dispute or difference shall arise between the parties or either of there upon any question relating to the meaning of the specifications, designs drawing and instructions here in before mentioned or as to the quality of workmanship or materials used on the work or as to the construction of any of the condition or any clause or thing there in contained or as to any question claim, rights liability of the parties, or any matter, or things whatsoever in any way arising out of or relating to the contract designs, drawing specifications, estimates, instruction order of these conditions or otherwise concerning the work or the execution of failure to execute the same



whether arising during the progress or the work or alter the completion or abandonment thereon as the breach of these contract then either party shall forthwith give to the other notice of such dispute or difference and such dispute or difference shall be referred to the Superintendent Engineer or the circle and his decision there of shall be final, conclusive and binding on all the parties.”

8. It is pertinent to note that the said Clause has been deleted and signed by the parties therefore the reliance on the said Clause is of no avail to the respondents. Once the bills are submitted by the petitioner as per the agreed rate the authority does not have any power to constitute a Four Men Committee to look it to the genuineness/veracity of the claims made by the petitioner more particularly after lapse of more than two years from the date of completion of the work. Further it is to be noted that the petitioner was not given any prior notice by the Four Men Committee before they arrived at a conclusion that the work done by the petitioner was inferior and not up to the mark. It is not understandable as to how the Four Men Committee had come to the conclusion that the work done by the petitioner was inferior when the work pertains to the parliamentary election 2019 which was admittedly held on 15th May, 2019 and the Four Men Committee had enquired into the matter only in the year 2020. Further the enquiry done by the



Four Men Committee behind the back of the petitioner cannot form the basis for deducting the amounts due to the petitioner. The enquiry itself has to be held bad as the same is in violation of the principles of natural justice and equity.

9. Having regard to the fact that Clause 8 of the above contract entered between the parties is binding on them and for the reasons stated above the Writ Petition stands allowed. The respondents are directed to pay the amount of Rs.23,07,067/- which was earlier deducted as expeditiously as possible, preferably within a period of eight weeks from the date of receipt of a copy of this order. In case the amounts are not paid within the stipulated time the petitioner will be entitled to simple interest at the rate of 6% per annum from the date of submission of the bills till the date of actual payment.

10. With the above directions, the Writ Petition stands allowed to the extent indicated above.

(A. Abhishek Reddy , J)

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