

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11205 of 2024

Manish Kumar, Son of Sri Madan Prasad Singh, Resident of Ward - 13, Near Shiv Mandir, Talha Gariha Triveniganj, Supul, Distt Supul - 852139.

... .. Petitioner/s

Versus

1. The Bihar State Educational Infrastructure Development Corporation Ltd A Govt. of Bihar Undertaking (B.S.E.I.D.C) Office at Shiksha Bhawan, Bihar Rastrabhasa Prishad Campus, Acharya Shivpujan Sahay Path, Saidpur, Patna - 800004, through its Managing Director
2. The Managing Director, B.S.E.I.D.C, at Patna.
3. The Chief Engineer, B.S.E.I.D.C, at Patna.
4. The Executive Engineer (HQ), B.S.E.I.D.C, Patna.
5. The Executive Engineer, B.S.E.I.D.C, Darbhanga Pramandal Darbhanga.
6. The Junior Engineer, B.S.E.I.D.C, Darbhanga Pramandal, Darbhanga.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Chiranjiva Ranjan, Advocate.

For the Respondent/s : Mr. Girijish Kumar, Advocate.

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

5 24-03-2025 Heard learned counsel for the parties.

2. The present Writ Petition has been filed for the following reliefs:-

“(i) For issuance of an appropriate writ(s), order(s), direction(s) in the nature of writ of Mandamus directing the Respondent Nos. 1 to 3 for payment of admitted due of outstanding amount against the construction of work of 8 ACR at +2 H/S Jhicha ghat District-Darganga, Group-ACR-252 which was executed vide agreement No. 188 F2 of 2021-22 dated 26.11.2021 as contained in Annexure-P/1 and work was completed



on 10.08.2023 and Final Bill was submitted by the E.E. Respondent No. 5 to Chief Engineer/EE(HQ)-Respondent No.3/4 on 04.03.2024 as contained in Annexure-P/2 but as yet that has not been paid.

(ii) For issuance of an appropriate writ/s, order/s direction/s in the nature of writ of mandamus directing the Respondents to pay the admitted amount of outstanding amount of work done of the contract for Rs. 7,94,820/- as per M.B. No. 15370, 15371 & 16381 along with interest @ 18% on outstanding amount Rs. 7,94,820/- from the date of completion of work.

(iii) For issuance of an appropriate writ/s, order/s direction/s in the nature of writ of mandamus directing the Respondents to refund of security and Additional Performance Guarantee of Rs. 6,26,000/- as kept at the time of issuance of letter of acceptance dated 04.03.2021 as contained in Annexure-P/1.”

3. Learned counsel appearing on behalf of the petitioner has stated that though the petitioner has completed works and submitted the final bills in the month of February, 2024 (Annexure P/2), the authorities are yet to pay the amounts. Learned counsel for the petitioner has, therefore, sought the indulgence of this Court to direct the respondents to pay the amount due to the petitioner at the earliest.

4. In the counter affidavit filed by the respondents,



while admitting the work entrusted to the petitioner at Paragraph Nos. 9 and 11 reads as under:-

“9. That it is relevant to mention that the deviation has also been submitted to the head office along with the final bill from the Darbhanga Division, after which the procedure as per rules will be followed for payment of the final bill.

11. That it is pertinent to mention that the office has not received the request letter from the contractor for return of Additional Performance Guarantee. After receiving the request letter, the Additional Performance Guarantee will be returned as per according the Rule.”

5. Having regard to the above, the Respondent No. 1 is directed to see that the necessary funds are allotted to the authority concerned for payment of the final bills submitted by the petitioner at the earliest preferably within a period of eight weeks from the date of the receipt of the copy of this order.

6. In so far as the additional performance guarantee which have been withheld by the respondents, it is to be noted that the Clause 11 of the contract reads as under:-

“11. On completion of the whole of the work, half of the total amount of security shall be repaid to the contractor after six months of completion. However, the balance half of the total amount of security will be returned after completion of defect liability period and after the Engineer-in-



Charge has certified that all defects notified by him to the contractor before the end of the period have been corrected and also after recovery of any dues.”

7. Having regard to the same, the authority shall also endeavour to refund the Additional Performance Guarantee submitted by the petitioner along with the final bill in terms of Clause 11.

8. With the above observations, the present writ petition stands disposed of.

(A. Abhishek Reddy, J)

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