

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.9630 of 2017

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Sadanand Singh Construction Pvt. Ltd. Son of Medni Singh, Resident of
Village- Dharhara, P.S.- Dharhara Munger.

... .. Petitioner/s

Versus

1. The State Of Bihar through the Secretary Rural Works Department,
Government of Bihar, Patna
2. The Chief Engineer- 1, Rural Works Department, Bihar, Patna.
3. The Chief Engineer- 2, Rural Works Department, Bihar, Patna.
4. The Superintendent Engineer, Rural Works Department, Work Anchal,
Munger.
5. The Executive Engineer, Rural Works Department, Work Division , Munger.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Uday Prasad Singh, Advocate
For the Respondent/s	:	Mr. Kumar Alok-SC 7

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 14-05-2025

1. The petitioner, in the present Writ petition, challenges the so-called Award dated 13.11.2014 passed by the Chairman, Bihar Public Works Contracts Disputes Arbitration Tribunal in relation to the executed work titled “Sirasi Mahsar Kaila Road to Bhadusi Road under P.M.G.S.Y., Package No. BR-31.02,” vide Agreement No. 1, PMGSY 2009-10, dated 09.10.2009, on the ground



that the said Award lacks any decisive or conclusive order regarding the executed work and is, therefore, non est and not legally tenable.

The petitioner further prays for the issuance of an appropriate writ, preferably in the nature of mandamus, or any other suitable writ(s), order(s), or direction(s), commanding the respondent authorities to release the petitioner's admitted dues of Rs.1,16,445/- for the completed work under the aforementioned agreement.

2. The brief facts of the case, according to the petitioner, are that the petitioner participated in a tender floated by the respondent authorities for the work titled "Sirasi Mahsar Kaila Road to Bhadusi Road under P.M.G.S.Y., Package No. BR-31.02" (Agreement No. 1, PMGSY 2009-10, dated 09.10.2009), and being the lowest bidder, the contract was awarded to him. Upon award of the contract, the petitioner mobilized all necessary resources and executed the work in the presence of the site engineer appointed by the respondent. The execution was verified, and measurements



were duly recorded in the Measurement Book (M.B.) and authenticated by the Assistant Engineer, as per the terms and conditions of the agreement.

3. It is submitted on behalf of the petitioner that running bills for the executed work, were place before the respondent authorities for processing them. However, a portion of the payment, specifically Rs.1,16,445, was withheld without justification. It is further submitted that despite repeated requests and personal visits by the petitioner, the due amount was not released. The respondent merely sent a checklist to the higher authorities for fund allotment, but no conclusive action was taken. The petitioner had to raise loans on interest, from the market to execute the work, and due to the non-payment of dues, he and his family are under severe financial distress.

4. The Learned counsel for the petitioner submitted that the petitioner's claim was referred to the Bihar Public Works Contracts Disputes



Arbitration Tribunal (Reference No. 09/12), which passed an Award dated 13.11.2014. However, the Award failed to conclusively address the petitioner's claim of Rs.1,16,445/- even though the work had been approved by the Site Engineer and Assistant Engineer. Following the Award, the petitioner submitted a representation to the authorities. Although partial payment was released, the disputed amount of Rs.1,16,445 was excluded on the ground that no order had been passed in its favor. Subsequently, the respondents issued a letter (No. BRFDA(HQ) PMGSY-55/2013-498 dated 06.02.2017) for the release of funds, but no payment has been made to date.

5. It is submitted by the Learned counsel for the petitioner that the non-payment of his admitted dues is arbitrary, illegal, and discriminatory, especially as other similarly situated contractors have been paid. This constitutes a violation of Article 14 of the Constitution, due to hostile discrimination and selective treatment. It is further submitted that



the executed work has never been denied by the respondents.

6. The Learned counsel for the petitioner submitted that in the interest of justice, equity, and fair play, the petitioner prays to issue appropriate directions to the respondents to release the outstanding dues of Rs.1,16,445/-.

8. A detailed counter affidavit was filed on behalf of the Respondent Nos. 1 to 5. It is averred in the counter that the writ petition has been filed to challenge the Award dated 13.11.2014 passed by the Chairman, Bihar Public Works Contracts Disputes Arbitration Tribunal, and seeks a direction to release the petitioner's alleged dues of Rs.1,16,445/- with interest, however, the relief sought is not maintainable.

9. It is further averred in the counter affidavit that the petitioner did not complete the assigned work, despite repeated reminders from the authorities. Consequently, a Checklist dated 03.03.2015 was prepared for administrative approval of the revised estimate for the same



project - "Sirsai-Mahsar-Kalia Road to Bhadusi Road under PMGSY." The original administrative approval was granted on 30.03.2008, but due to the petitioner's disinterest and non-completion of the work, a revised estimate was submitted. The petitioner was therefore recommended to be debarred, as mentioned in the Checklist. The original estimate was Rs. 62,91,400/-, while the revised estimate was Rs.92,16,220/-, showing an increase of Rs. 29,24,820/-, which comes to an increase of 46.49% without any addition of new work, solely due to the delay and non-completion caused by the petitioner.

10. The Learned counsel for the respondents submitted that the petitioner had earlier approached the Bihar Public Works Contracts Disputes Arbitration Tribunal in Reference Case No. 09/2012, raising similar claims, including the Rs.1,16,445/- in question.

11. It is further submitted on behalf of the respondents that the Tribunal was pleased to pass the following award:



“1. The petitioner shall be entitled to the refund of the Initial Security Deposit Including Earnest Money in the shape of NSE for an amount of Rs. 1,89,500/- (Rs One Lac eighty nine thousand five hundred only).

2. The petitioner shall also be entitled to the payment of recovery amount of deduction towards Security Deposit of Rs. 1,13,555/-(One Lac thirteen thousand three hundred fifty five only) and payment of recovery amount of deduction of for performance Security of Rs. 56,778/- (Rs. Fifty Six Thousand seven hundred seventy eighty) only from running bills.

3. The petitioner shall be entitled to simple interest @ 10 % p.a over the awarded amount award from the date of award.

4. The party shall bear their own cost. Memo of payment may be prepared accordingly.”

12. The Learned counsel for the respondents submitted that the Tribunal gave a reasoned and final finding, clearly disentitling the petitioner from any additional amount for



executed work. Therefore, his claim of Rs.1,16,445/- is not maintainable and the allegations of hostile discrimination are baseless, as the petitioner's case has already been adjudicated on merits, and he has been treated in accordance with the law.

13. It submitted on behalf of the respondents that in view of the above, the writ petition is devoid of merit and is fit to be dismissed.

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

15. Based on the facts and circumstances stated above, this Court is of the considered view that there is no merit in the case of the petitioner. This Court does not find any error in the order dated 13.11.2014 passed by the Chairman, Bihar Public Works Contracts Disputes Arbitration Tribunal, Patna. Therefore, the order of the Bihar Public Works Contracts Disputes Arbitration Tribunal, Patna is, hereby, confirmed.



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

17. Interlocutory Application(s), if any, shall stands disposed of.

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	15.05.2025
Transmission Date	

