

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.14470 of 2024

M/S Infra Valley LLP Having Its Office At 101,Sriram Complex, Punai Chawk,Opp. Mohanpur Pump House,Patna-800023, Bihar Represented Through The Authorized Signatory Mr. Rupas Mahajan,S/O Late Rabindralal Mahajan, Male, Aged About 50 years, Resident Of-Flat-34/1,Block C Bangur Avenue, South Dum Sum (M), Bangur Avenue, North 24 Parganas, West Bengal-700055, At Present Resident Of-203, Raj Laxmi Residency, Buddha Colony, B-35, P.O.- G.P.O, P.S.-Buddha Colony, Dist-Patna, Bihar-800001

... .. Petitioner/s

Versus

1. The East Central Railway (ZONAL Office) Represented Through Its General Manager, Rail Niketan, Dighikala East, Hajipur, Bihar-844101
2. The Chief Engineer/Con/Ganga Bridge, East Central Railway (CONSTRUCTION), Mahendrughat, Patna-800006
3. The Deputy Chief Engineer/Con/Dnr, East Central Railway, Drm Campus,P.O.-KHAGAUL, Dist-Patna-801105
4. The Fa and Cao/Con., East Central Railway, Mahendrughat, Patna-800006
5. M/S Rawatsons Engineers Pvt. Ltd, Represented Through Its Managing Director Damaru Dhar Rawat 7c Mani Square, 164/1 Maniktalla Main Road, Kolkata-700054
6. Mr. Manas Rawat, The Director, Rawatsons Engineers Pvt. Ltd., 7C Mani Square, 164/1 Maniktalla, Main Road, Kolkata- 700054
7. The Commissioner cum Secretary, Commercial Tax Department, Govt. of Bihar, Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr.Deo Prakash Singh, Adv.
For the UOI	:	Mr. Abhishek Kumar, Adv.
For the State		Mr. Raghwanand, GA 11
		Mr. Sanjay Kr. Tiwari, AC to GA 11

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

12 16-09-2025

Heard learned counsel for the parties.

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

*“i) For issuance of a direction to the
Respondent-2 to direct the*



Respondent 5 to make the payment of admitted outstanding dues amounting to Rs. 55 lakhs (approx.) to the Petitioner against for the work done by him in the project pertaining to the Tender no-ECR-CAO-C-S-ETEN-06-17-18 in Two Packet System for the work of "Construction of Super Structure of Viaduct at South approach of Patna Ganga Bridge" in which Respondent-2 is the employer or the Respondent-2 may be directed to make payment to the Petitioner against the admitted dues for the work done by him.

i) For direction to the Respondent-2 to not to continue and release any payment to M/S Rawatsons Engineers Pvt. Ltd. pertaining to any of the dues or underlying security deposit or any other work being in continuation until the outstanding dues of the Petitioner illegally pocketed by Respondent- 5 is paid with compensation of appreciation of interest.

iii) For a direction to the Respondent-1 to enquire as to under what circumstances the materials purchased by the Petitioner with GST paid over them has been paid to the Respondent-5 on forged bills without any bonafide purchase bills of civil materials viz. TMT, Concrete, Cement, Ready Mix Concrete, etc. by them."

3. It is the case of the petitioner that the Respondent No. 5 along with Respondent No. 6 have entered into a work



contract for the purpose of construction of the Super Structure of Viaduct at South Approach of Patna Ganga Bridge with the Respondent No. 2 (the Chief Engineer/Con/Ganga Bridge, East Central Railway (Construction), Mahendrughat, Patna). The petitioner has executed the work on behalf of the Respondent No. 5. Learned counsel submits that though the petitioner has completed the work and submitted the bills. However the bills are not being paid as a result of which the petitioner is facing with great financial hardship. Learned counsel has therefore prayed this Hon'ble Court to direct the Respondent No. 2 to clear the bills and make the necessary payments.

4. Per contra, learned counsel appearing on behalf of the respondents-Railways has vehemently opposed the very maintainability of the present writ petition and stated that there is no privity of contract between the petitioner and the respondents-Railways Company. That the contract is with the Respondent No. 5 Company and the respondent-authority is making the necessary payments to the Respondent No. 5 as and when the bills are submitted. That in case the petitioner has any grievance his remedy is against the Respondent No. 5 and not against the Respondents-Railways. Learned counsel has, therefore, prayed this Hon'ble Court to dismiss the present writ



petition.

5. A perusal of the legal notice dated 24.06.2024 (Annexure P/9) issued by the petitioner reveals that the petitioner has issued the said legal notice to the respondents- Railways and also the Respondent No. 5 and at Para 20 of the said legal notice it is stated as under:-

“20) That you are further noticed by my client that in case of failure to remit the aforementioned amounts within 30 days of receiving this notice shall constitute a refusal to meet your lawful pecuniary obligations. Consequently, my client shall be constrained to initiate appropriate legal actions against you, not limited to civil but criminal liability and for that appropriate legal remedy through complaint/FIR u/s 406. 420 etc./Commercial suit for recovery of dues and intimation to the concerned GST, PMLA (ED) and Railway authorities for undertaking scrutiny of invoices and books under Economic Offence Wing, to take appropriate legal action against you for contravening the provisions of the agreement and subverting the specifications at your legal expenses.”

(Emphasis added)

6. Having regard to the same it cannot be said that



there is any privity of contract between the petitioner and the respondents-Railways nor there is any tripartite agreement between the petitioner, respondents-Railways and the Respondent No. 5 which obligates the Respondent No. 2 (the Chief Engineer/Con/Ganga Bridge, East Central Railway (Construction), Mahendrughat, Patna) to pay the amounts for the work done by the petitioner. The petitioner is only a sub-contractor under the Respondent No. 5 and if he has any grievance with regard to the non-payment of the amounts for the work done it can be only against the Respondent No. 5 not against the respondents-Railways.

7. Having regard to the same, this Court does not find any merit in the present writ petition which warrants any interference by this Court. The writ petition is accordingly dismissed leaving it open to the petitioner to avail the legal remedies as available to him under law before an appropriate forum.

8. With the above direction, the present writ petition stands dismissed.

(A. Abhishek Reddy , J)

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