

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.25136 of 2013

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Awadhesh Kumar S/O Brijanandan Prasad Resident Of Village Laund, P.S-
Sirdala, Distt- Nawada.

... .. Petitioner/s

Versus

1. The State Of Bihar and Ors
2. Director Of Panchayati Raj Department, Patna, Bihar.
3. District Development Commissioner Nawada Bihar, Cum- Chief Executive Officer, Nawada.
4. District Magistrate, Nawada.
5. District Engineer Zila Parishad, Nawada.
6. Shambhu Prasad Member Of Zila Parishad, Sirdala, Nawada.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Gauri Shankar Prasad, Advocate
For the Respondent/s : Mr. Manish Kumar, GP 4
Mr. Ajay Kumar, AC to GP 4

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CORAM: HONOURABLE MR. JUSTICE ANIL KUMAR SINHA
ORAL ORDER

17 21-11-2025

1. Heard the parties.

2. The petitioner has filed the present writ application for a direction to the respondents authorities particularly respondent no. 5 not to disturb and restrain the petitioner in performing the construction of anganwari centre building over Plot No. 3028, Khata No. 521, Thana No. 42 situated in village - Laund under Laund Gram Panchayat, Anchal- Sirdala, District- Nawada.

3. Learned counsel for the petitioner submits that petitioner was allotted with the work of construction of anganwari centre vide agreement no. 06f/2 of 2013-14. The value of the



agreement is Rs. 5,90,900/- and petitioner deposited a sum of Rs. 30,000/- as earnest money on 12.04.2013. He started the work of construction of anganwari centre building and constructed up to plinth area. The Director, Panchayati Raj Department, Bihar, Patna issued a circular dated 13.06.2013 directing all District Officers and D.D.C.-cum- Chief Executive Officer to get the work executed as per the procedure prescribed in the letter. It has further been clarified that if the work of any scheme has started prior to coming into force of this letter, this procedure / order of the circular shall not be applicable. Learned counsel further submits that according to the petitioner he has worked to the value of Rs. 54,000/- and thereafter the work has been stopped.

4. Learned counsel for the State on the other hand submits that petitioner has not started the work and has not made any progress in the same as would be evident from Annexure-8 to the writ application, which is the letter of the petitioner itself addressed to District Engineer. He further submits that as per Clause 23 of the conditions of contract / agreement, the dispute or difference of this nature shall be referred to the Superintending Engineer of the circle. Accordingly, the petitioner may be directed to submit the dispute before the



Superintending Engineer of the circle in terms of the agreement.

5. Considering the fact that the present case arises out of contract for which agreement was entered into between the petitioner and the respondents authorities and as per the condition of agreement the dispute or difference can be decided firstly by the Superintending Engineer of the circle. Accordingly, this writ application is disposed with liberty to the petitioner to submit his dispute before the Superintending Engineer of the concerned circle within a period of one month and if such a dispute is raised by the petitioner the same shall be disposed in accordance with the terms and conditions of contract by the Superintending Engineer within a reasonable time frame.

(Anil Kumar Sinha, J)

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