

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.14458 of 2023

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Manoj Kumar Yadav Son of Hari Narayan Yadav, Resident of village and P.O- Akbarpur Bank, P.S- Biraul, District- Darbhanga.

... .. Petitioner/s

Versus

1. The State of Bihar Is represented through Secretary, Rural Works Department, Government of Bihar, Patna.
2. The Secretary- cum -Chairman, Empowered Standing Committee, Rural Works Department, Government of Bihar, Patna.
3. The Chief Engineer-2, Rural Works Department, Government of Bihar, Patna.
4. The Superintending Engineer, Rural Works Department, Work Division, Purnia.
5. The Executive Engineer, Rural Works Department, Work Division, Manihari.
6. The Assistant Engineer, Rural Works Department, Work Division, Manihari.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Avinash Kumar, Adv. Mr. Kumar Satyam, Adv.
For the Respondent/s	:	Md. Nadim Seraj (Gp 5)

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

6 22-03-2025 Heard the learned counsel for the parties.

2. This writ petition has been filed for the following

relief(s):-

“That the instant writ petition is being filed for issuance of Mandamus directing the respondents to pay the admitted claim amount/outstanding dues against the work done by the Petitioner in terms of the Agreement No.-107/SBD/2018-19 (PMGSY) dated 28.02.2019 along with the interest @ 18% for delayed payment or be pleased to pass any order or orders which this Hon’ble Court may deem fit and proper in



the facts and circumstances of the case for doing complete justice in the matter.”

3. Learned counsel for the petitioner has stated he has participated in the tender for laying of the road with Maintenance from L026 TO KARIMULLAHPUR (Package No.-BR-16R-334) under the Pradhan Mantri Gramin Sadak Yojna (PMGSY). The petitioner being the successful bidder, was entrusted with the work and he has completed the work. That the total value of the work is approximately Rs. 55,96,859/- and after the completion of the work, the petitioner has submitted his bills. That out of the bill amount of Rs. 39,19,181.81/-, the authorities have paid an amount of Rs. 30,00,000/- in two installments and the balance amount of Rs. 9,18,790/- is yet to be paid. Though the work is completed, the authorities for reasons best known have not been paying the said balance amount. Therefore, the petitioner left with no other alternative remedy has approached this Hon'ble Court by way of the present writ petition. Learned counsel for the petitioner has stated that the work was completed in the year 2022 and the authorities after verification of the measurement book have found the work done by the petitioner satisfactorily and paid an amount of Rs. 30,00,000/- but are yet to pay the balance amount



of 9,18,790/-. Learned counsel has, therefore, prayed this Hon'ble Court to allow the present writ petition.

4. In the counter affidavit filed by the respondents, it is stated that the petitioner has been entrusted with two other works besides the present one which are numbered as Package No. BR-16R-336 and BR-16R-359 under the Pradhan Mantri Gramin Sadak Yojna (PMGSY), however, the petitioner has failed to complete the other two works therefore the said two agreements which was entered by the authorities has been rescinded. That after the rescindment of the two agreements the revised estimate of the roads were prepared and it was found that the estimated value of the works far exceeded the original estimate as a result of which the department has suffered a loss of approximately Rs. 1,15,35,927.00/-. That the recovery for the said amount has been made from the security deposit, however the petitioner is still due an amount of approximately Rs. 84,61,520/- and to that effect the certificate case has already been filed. Subsequently an amount of Rs. 9,18,790/- which is payable under the Package No. BR-16R-334 which is subject matter of the present writ petition has also been withheld by the authority under the recovery of the amount of Rs. 84,61,520/-. That the petitioner has been informed about the withholding of



the above amount vide letter dated 04.10.2023 bearing No. 1704. Learned counsel has, therefore, prayed this Hon'ble Court to dismiss the present writ petition.

5. As seen from the record, the only ground on which the amount of Rs. 9,18,790/- is withheld is on the ground that the other two contracts namely Package No. BR-16R-336 and BR-16R-359 under the Pradhan mantri Gramin Sadak Yojna (PMGSY) have been rescinded and the petitioner is due an amount of Rs. 1,15,35,927.00/-. However it is to be noted that the rescindment of the above two contracts i.e. Package No. BR-16R-336 and BR-16R-359 were subject matter of the writ petitions being C.W.J.C. No. 889 of 2024 and C.W.J.C. No. 7293 of 2024 and this Hon'ble Court vide 22.03.2024 and 10.01.2025 has allowed both the writ petitions, setting aside the order of rescindment passed by the empowered Standing Committee and as on date there is no order for recovery of the amount against the petitioner.

6. Having regard to the same, the contention of the respondents that the amount of Rs. 9,18,790/- payable to the petitioner has already been adjusted towards the balance amount payable by the petitioner for the price escalation of the work is without any legal basis. Once the orders of rescindment of the



two contracts are set aside, the authorities cannot take umbrage under those orders and withhold the amount due to the petitioner. Having regard to the same, the authorities are directed to pay the amount of Rs. 9,18,790/- along with the security deposit Rs. 1,20,000/- as expeditiously as possible preferably within a period of eight weeks from the date of receipt of the copy of this order. Any amount paid to the petitioner shall be subject to the result of the orders likely to be passed by the authorities pursuant to the orders of this Court passed in C.W.J.C. No. 889 of 2024 and C.W.J.C. No. 7293 of 2024 dated 22.03.2024 and 10.01.2025 respectively.

7. With the above directions, the present writ petition stands disposed of.

(A. Abhishek Reddy , J)

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