

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11632 of 2018

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Umesh Kumar Sharma @ Umesh Kumar Son of Late Raja Ram Sharma,
resident of A/42, Birla Colony, P.S.- Phulwarisharif, District- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar
2. Principal Secretary, Urban Development and Housing Department,
Government of Bihar. Patna
3. City Commissioner, Patna Municipal Corporation, Patna.
4. Chief Engineer, Patna Municipal Corporation, Patna.
5. Executive Officer, Patna Municipal Corporation, New Capital Circle, Patna.
6. City Manager, New Capital Circle, Patna Municipal Corporation, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Shanti Pratap, Advocate
For the Respondent/s	:	Mr. Kinkar Kumar, SC 9
For the PMC	:	M/s Prasoon Sinha, Sr. Advocate Prabhat Kumar, Advocate

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 01-09-2025

1. The petitioner has filed the instant application for the following relief:

“i) For commanding the respondents Patna Municipal Corporation to pay all arrears of rent due to the petitioner for Poklane Machine hired by the Patna Municipal Corporation for clearing of drainage for the period 02.07.2015 to 11.05.2018 with interest an early date.

ii) For a direction to the



respondents Patna Municipal Corporation to pay the rent due to the petitioner for the period of 20.03.2016 to 05.07.2016 with interest, for paiering an another Poklane Machine for clearance of drainage.

lii) For a direction to the respondents Patna Municipal Corporation to pay rent of a Tractor hired by the corporation for the period 24.07.2015 to 24.10.2015 at an early date, with interest.

iv) For holding that the impugned non-payment of the dues amount due to the petitioner is illegal, arbitrary, malafide and without any lawful justification.

(v) For any other relief/reliefs as your lordships may deem fit and proper.

2.The brief facts derived from the petition are that the petitioner claims to be a registered and approved government contractor, engaged in work with heavy earth-moving equipment. It is submitted that on assurance from the respondent Patna Municipal Corporation (hereinafter called as the PMC), he hired a Poklane



Machine from one Daya Nand Chourasiya through an agreement dated 18.04.2015 @ Rs. 1,55,000/- per month. It is further submitted that the petitioner commenced work on 09.04.2015 in the New Capital Circle, under the PMC with the permission of the Executive Officer and City Manager, based on an hourly rental rate of Rs.1,450/- which is inclusive of diesel.

3. The petitioner relies on Circle Office Order No. 196 dated 10.04.2015 issued under the signature of the Executive Officer, New Capital Circle, PMC, which permitted several vehicles, including that of the petitioner, to perform work on a rental basis.

4. It is further contended that the petitioner submitted the bills to the Executive Officer from July 2015 onwards and that the Poklane Machine continued to be deployed until 11.05.2018. Further, an additional Poklane Machine (L&T Komatsu) was also provided to the Corporation from 20.03.2016 to 05.07.2016, for which the bills were duly submitted.



5. It is contended that a tractor was also hired from him @ of Rs.600/- per day from 24.07.2015 to 24.10.2015, for which no payment was made.

6. The petitioner made several representations dated 23.09.2016, 24.09.2016, and 03.05.2018 to the authorities, including the Executive Officer and Hon'ble Minister, Urban Development and Housing Department, Bihar, requesting for payment of the pending bills.

7. Lastly, it is contended that despite discontinuation of the diesel coupons from 01.05.2018, the petitioner continued operating the machine at his own cost. However, similarly situated contractors were paid, whereas the petitioner's payments were withheld arbitrarily thereby constituting hostile discrimination and violation of Article 14 of the Constitution of India.

8. A counter affidavit was filed on behalf of Respondent No. 2 / Urban Development and Housing Department, Government of Bihar, stating that the issue of rent arrears for vehicles



hired by the petitioner is exclusively within the domain of the Patna Municipal Corporation (Respondents Nos. 3 to 6), and the department has no direct role in the matter.

9. The Learned counsel for the respondent No. 2, however, submitted that the Department, vide letter No. 3945 dated 26.07.2018, requested the Municipal Commissioner, Patna Municipal Corporation, to file a counter affidavit and provide a copy of the same to the Department, the grievance raised by the petitioner, cannot be redressed by respondent No. 2.

10. A counter affidavit was filed on behalf of Respondents No. 3 to 6 (Patna Municipal Corporation), wherein it is submitted that approval was granted to the petitioner for the use of certain vehicles for drain cleaning under Circle Office Order No. 196 dated 10.04.2015. This approval was conditional, requiring, inter alia:

“a) On the first date of supply of the vehicle, the logbook of the vehicles will be verified



by the Chief Sanitation Inspector and the same will be made available to the respective drivers of the vehicles. As per the aforesaid conditions the log book has to be verified by the Sanitation Inspector in charge of the work site and the Chief Sanitation Inspector, on every working day.

b) Whereever the work of cleaning the drains is to be done by machine, it is mandatory to do the work of 500 meter per day. "

11. The Learned Senior counsel for the Patna Municipal Corporation Mr. Prasoon Sinha, submitted that the petitioner failed to submit the verified logbooks of the vehicles as mentioned in Clause Nos. 19 to 23 of the said order. Additionally, orders related to vehicles in Clause Nos. 24 to 29 were also not produced by the petitioner.

12. It is further submitted that due to the non-submission of the required logbooks, the Corporation is unable to calculate or verify the petitioner's claim for payment.

13. Furthermore, the petitioner entered



into a third-party agreement for the execution of the work, without obtaining prior permission from the Patna Municipal Corporation, which constitutes a breach of the terms of the contract.

14. Heard the Learned counsel for the parties and perused the materials on record, including the pleadings and annexures.

15. It is evident from the submissions of Respondent Nos. 3 to 6 that the petitioner was granted conditional permission to deploy his vehicles for drain cleaning works. A mandatory requirement under the said conditions was the maintenance and daily verification of vehicle logbooks by designated sanitary officials. It is further evident that the petitioner's failure to furnish the verified logbooks undermines the verifiability and authenticity of the work claimed to have been performed. In the absence of such verification, the Corporation cannot be compelled to process payments or determine arrears due. Additionally, the act of the petitioner of subcontracting the work without prior approval



amounts to breach of contract, further weakening his claim.

16. This Court is of the considerable opinion that the petitioner has not been able to establish his entitlement to the reliefs claimed, as the foundational requirements for validation of his claims have not been fulfilled. Further, this Court does not find any arbitrariness or violation of Article 14 in any manner.

17. With the aforesaid discussion, the writ petition is dismissed as devoid of merits.

18. Interlocutory Application, if any, shall stands disposed of.

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	10.09.2025
Transmission Date	

