IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.23128 of 2018

M/s Annpurna Traders, Gandhi Chowk, Motipur Muzaffarpur, Proprietor Ashutosh Kumar S/o Parash Nath Singh, R/o Dhum Nagar Posingola, P.S. Motipur Baruraj, P.S. Motipur, District- Muzaffarpur.

... ... Petitioner/s

Versus

1. The State of Bihar
2. The District Magistrate-cum- Collector, Muzaffarpur.
3. The Senior Deputy Collector Incharge District Disaster Mangement Branch, Muzaffarpur.
4. The Additional Collector, District Disaster Mangement Branch, Muzaffarpur.

... ... Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Gajendra Kumar Singh, Advocate
For the Respondent/s	:	Mr. Md.Khurshid Alam -AAG 12

CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 16-09-2025

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

> *"(a) For a direction to the respondents to make payment of bill amount submitted by the petitioner as per the tender rate fixed by the respondents issued under memo No. 19 (Muz) dated 17.8.2017.*

(b) For a direction to the respondents to calculate the price of rice, big polythin bags, knife and polythin as per the tender rate fixed by the government and then make payment of the same to the petitioner.

(c) For a direction to the respondents to make payment of difference of bill amount with interest at the bank rate.

(d) Any other reliefs"

2. The brief facts culled out of the writ petition is that by order dated 17.08.2017 under Memo No.19 (Muz), respondent No.3 directed the petitioner to supply food materials and other articles for distribution for the flood-affected persons. The petitioner submitted bills for all supplied articles, which were received and accepted by the concerned authority. However, after the supply of all the goods, the department vide letter dated 17.08.2017 reduced the rate of rice from Rs. 2800/- per quintal to Rs. 2282/- per

quintal. Consequently, the petitioner was paid Rs.10,69,829/- instead of Rs. 13,12,668/-, causing him a financial loss of Rs. 2,42,843/-.

3. It is further submitted that the petitioner supplied 4,21,440 big bags valued at Rs. 50/- per bag, but respondents valued them at Rs. 15/- per bag causing a loss of Rs. 1,47,50,400/-. The payment was made for only 45.8623 quintals of polythene against the supplied 80 quintals causing a loss of Rs. 4,46,304/-. Additionally, the petitioner supplied 1,950 pieces of Dabba and knives valued at Rs. 100/- per piece, but payment for these was also not made.

4. It is the claim of the petitioner that despite multiple representations dated 08.05.2018, 29.05.2018, 09.06.2018, and 08.08.2018, no order has been passed by Respondent No.3 to redress the petitioner's grievances. A three-member committee was constituted for verification of bills submitted by the petitioner, which submitted its report on 16.11.2017 recommending payment of Rs. 5,95,92,109/- which was duly paid. Yet, due to

undervaluation and non-payment of several items, the petitioner claims a loss of Rs.1,57,35,443/-.

5. The Learned counsel for the petitioner argued that the petitioner has supplied all materials as per the tender terms and the rates fixed by the government, which was supported by official acceptance letters. The reduction in the rate of rice, incorrect valuation of big bags, non-payment for polythene quantity supplied, and omission of Dabba and knives in the final bill amount caused substantial financial loss to the petitioner. It is further submitted that the petitioner has made repeated representations for payment of the due amount, which remained unaddressed.

6. It is lastly contended that due to wrongful calculation and assessment, the petitioner suffered heavy losses and his business has been hampered. Therefore, the petitioner prayed to direct to the respondents to clear the outstanding amount as per the tender rates along with interest.

7. A counter affidavit filed by the

respondents disclose that a tender was published on 11.05.2017, and the petitioner was selected after negotiation. The petitioner was orally informed to supply rice at Rs. 2282/- per quintal as per the State Food Corporation's rate or to stop supply; he agreed orally and supplied rice accordingly but billed at Rs. 2800/- per quintal initially.

8. It is further submitted that the petitioner falsely raised bills for 6,50,786 big Markeen bags at Rs. 50 but polybags at Rs. 15 each were supplied. The petitioner was asked to correct the bills, and accordingly payment was made through bank cheque without objection. It was further submitted that the Disaster Management Department issued directions that finished packets, including labor charges, should cost within Rs. 275 per packet, which was adhered to in payments.

9. It is argued that the petitioner failed to produce bills, receipts, or acceptance letters for all claimed supplies, and the allegations are

baseless, with malafide intent. Accordingly, prayed to dismiss the writ petition as it involves disputed questions of fact.

10. Upon hearing the Learned counsel for the parties and perusal of pleadings and materials on record, this Court finds that the reliefs sought by the petitioner pertains to disputed and unadmitted amounts. The respondent authorities have contested the claims. The dispute involves factual issues requiring detailed examination.

11. This Court is of the considered view that such factual disputes cannot be resolved in a writ proceeding under Article 226 of the Constitution of India. If aggrieved, the petitioner is at liberty to pursue appropriate remedies before the competent civil forum by instituting a civil suit for recovery of the claimed amounts. Further, this Court finds no violation of any fundamental rights of the petitioner that warrants interference by this Court at this stage.

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

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

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	24.09.2025
Transmission Date	