

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.15719 of 2023

Rinku Mansinghka Wife of Sushil Kumar Mansihika, R/o Mohalla-
Ghajadharganj station Raod Buxar, Sohni Patti, Police Station- Buxar,
District- Buxar ... Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Building Construction Department, Bihar, Patna.
2. The Collector-cum-District Magistrate, Buxar.
3. The Superintending Engineer, Building Sub-Division, Ara, (Bhojpur).
4. The Executive Engineer, Building Division, Buxar.
5. The Assistant Engineer, Building Division, Buxar. ... Respondents

Appearance :

For the Petitioner : Mr.Rajiv Ranjan Kr. Pandey, Adv.
For the Respondents : Mr.Manoj Kumar Ambastha (Sc 26)

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

4 17-02-2025 Heard the parties.

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

i) For issuance of an appropriate writ in the nature of 'Certiorari' quashing the letter vides Letter No-1387 (Bh) dated 06.12.2022, issued under the signature of the respondent no-4 by which he has rejected the petitioner's claim, and denied the payment of admitted dues amount of the petitioner merely on the technical ground that upon the contract order, the signature of the petitioner has not been done on agreement paper, and hence the work done is not coming in contract view, while admittedly the said work has been completed with full of satisfaction of the respondent, (Annexure-' P/3')



ii) For further issuance of an appropriate writ preferably in the nature of mandamus commanding and directing the respondents, to make the payment to the petitioner's admitted dues, amounting to Rs. 8, 90, 848/- (Eight Lacs Ninety thousand Eight hundred and forty-eight) only, in lieu of works completed by the petitioner within time against contract entered with petitioner and respondent no-4 vide Letter No-1709(Bha) dated 09.10.2019, for the work of Renovation of 6, P.O. Residence and aluminum work at Buxar, and the rate approved by Superintending Engineer, Building, Division, Ara,

iii) To direct the respondents to make the payment of aforesaid admitted dues to the petitioner forthwith with penal interest to the petitioner, since the dues amount has been admitted, and has been wrongly and illegally withheld by the respondents,

iv) For issuance of any other writ/writs order/orders, direction/directions for which the petitioner found entitle to.

3. It is a case of the petitioner that he has completed the civil work entrusted to him by the Respondent No. 4 vide Letter No. 1709 (Bh) dated 09.10.2019. Learned counsel has stated that the work involved renovation of six Presiding Officers' residences and aluminium work at Buxar. That after



the completion of the work the petitioner has submitted the measurement book, however, the authority has rejected the claim of the petitioner solely on the ground that the contract has not been signed. Learned counsel has drawn the attention of the Court to the measurement book to substantiate his claim the work done by the petitioner and certified by the authority concerned, the satisfaction letter issued by competent authority dated 05.11.2019 to show that the work entrusted has been satisfactorily done. Further, petitioner has also drawn the attention of the Court to the letter, dated 25.08.2023 (Annexure P/4) wherein it was accepted that the petitioner has done the work. Learned counsel has therefore prayed that the ground taken by the respondents for denying the payments due to the petitioner is not not illegal but the same is contrary to the well established principles of law. Counsel has stated that once the authorities have extracted the work from the petitioner cannot deny the payments on pure technical grounds and prayed this Hon'ble Court to allow this Writ Petition and direct the authority to make payment of the bills raised.

4. In the counter affidavit filed by the respondents, the only ground taken by the authorities for denying the payments is that the work order has not been issued by the competent



authority by calling for tenders and entering into a contract signed by both the parties. It is further stated that unless and until the contract is signed between the parties the question of paying any bill amount does not arise.

5. Admittedly, in this case the authorities are not denying that the work has been allotted to the petitioner and he has completed the work to their satisfaction. The documents enclosed by the petitioner namely the record of measurement, the satisfaction letter and also the letter issued by the authority stating that the petitioner has been allotted the work (Annexure P/4) reveal that the work has been allotted to the petitioner by the Respondent No. 4 herein. The work involved the renovation of six residences of the Presiding Officers, the authority more specifically the Respondent No. 4 in their wisdom has issued the Letter No-1709(Bha) dated 09.10.2019 directing the petitioner to complete the work at the earliest duly taking into consideration the requisition made by the District Judge seeking urgent renovation of the residences of the Presiding Officers. Once the work is completed to the satisfaction of the authorities, they cannot deny the payment to the petitioner on the ground that contract has not been signed between the parties. The Respondent No. 4 duly taking into consideration the urgency



expressed by the District Judge has issued the work order. Whether the respondent 4 ought to have followed the procedure issued by the department or not is not germane to the present issue, once the work is entrusted to the contractor and he has completed the work to the satisfaction of the said authority they are obligated to clear the bills raised by the contractor. The authorities cannot deny the payments to the contractor on one pretext or the other, nor can they take any technical ground to deny the payments. The contractor is not concerned as to whether the authorities have issued the work order in accordance with the procedures or rules or not or whether the contract is signed between the parties, these are all technical procedures which the authorities have to follow and it is not for the contractor to verify as to whether the procedure that has been adopted by the officials is correct or not. Once the work is completed the authorities are obligated to clear the dues to the contractor without any excuse.

6. Having regard to the above, the impugned letter vide Letter No-1709(Bha) dated 09.10.2019 is set aside. The authorities are directed to make the necessary payments to the petitioner as expeditiously as possible, preferably within a period of eight weeks from the date of receipt of a copy of this



order. In case the authorities do not pay the due amount to the petitioner within the stipulated time, the petitioner would be entitled to simple interest at the rate of 8% per annum from the date of submission of the bills till the date of actual realization.

7. With the above directions, the writ petition is allowed to the extent indicated.

(A. Abhishek Reddy , J)

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