IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.16781 of 2024

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M/s Tathagat Tour and Travels, a proprietorship concern, having its registered address at Shop No. 119, Node- 1, Mahabodhi Shoping Complex, Bodhgaya, District- Gaya, Bihar- 824231 through its sole proprietor, Sandip Kumar, son of Yugal Kishore Prasad, aged about 49 years, Gender- Male, Resident of 27, Godawari Road, Near Primary School, Chand Chaura, Post- Chand Chaura, Gaya, Bihar 823001.

... ... Petitioner/s

Versus

1. The State of Bihar through the Secretary, Department of Tourism, Government of Bihar.
2. The Secretary, Department of Tourism, Government of Bihar, Old Secretariat, Patna.
3. The Bodhgaya Temple Management Committee, through its Secretary, Bodhgaya, Gaya.
4. The Secretary, Bodhgaya Temple Management Committee, Bodhgaya, Gaya.

... ... Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Nikhil Kumar, Agrawal, Advocate.
		Ms. Aditi Hansaria, Advocate.
		Mr. Keshav Bhardwaj, Advocate.
For the Respondent/s	:	Mr. Government Advocate (5) with
		Mr. Rakesh Kumar Ranjan, AC to GA-5.
For the BTMC	:	Mr. Yash Sahay, Advocate.
		Mr. Ashok Kumar, Advocate.

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CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY

ORAL ORDER

4 13-08-2025 Heard learned counsel for the parties.

2. The present Writ Petition has been filed for the following reliefs:-

> *"(i) To issue an appropriate writ/order/direction in the nature of Mandamus commanding the Respondents*

to pay an amount of Rs. 6,37,336/- (Rupees Six Lakhs Thirty Seven Thousand Three Hundred Thirty Six Only) being admitted dues payable by the Respondents to the petitioner towards invoice bearing nos. 793,794,795,796,797 and 798 dated 29.01.2023 for cultural troupes of Cambodia, Tipa, Myanmar, Vietnam, Thailand and Sri Lanka.

(ii) To issue an appropriate writ/order/direction in the nature of Mandamus commanding the Respondents to pay up-to-date interest from 29.01.2023 till the date of actual payment @ 14.5% p.a. as per SBI borrowing rate on the amount of Rs. 6,37,336/- (Rupees Six Lakhs Thirty Seven Thousand Three Hundred Thirty Six Only).

(iii) To issue an appropriate writ/order/direction in the nature of Mandamus commanding the Respondents to pay an amount of Rs. 2,18,650/- (Rupees Two Lakhs Eighteen Thousand Six Hundred Fifty Only) being the amount paid by the petitioner to the various cultural troupes as reimbursement for their covid testing expense.

(iv) To issue an appropriate writ/order/direction in the nature of Mandamus commanding the Respondents to pay up-to-date interest from 02.02.2023 till the date of actual payment @ 14.5 % p.a. as per SBI borrowing rate on the amount of Rs. 2,18,650/- (Rupees Two Lakhs Eighteen Thousand Six Hundred Fifty Only).”

3. It is the case of the petitioner that pursuant to the tender issued by the respondent-authhority, the petitioner has

participated and submitted his quotation. The respondent-authority vide Ref. No. 003/BTMC/23 dated 06.01.2023 has declared the petitioner as the lowest bidder and he was awarded the contract for booking of the tour packages as envisaged in the tender notice. The petitioner submitted the invoices for payment of the work completed vide invoices bearing Nos. 793, 794, 795, 796, 797 and 798 dated 29.01.2023 aggregating to the total amount of Rs. 43,71,675/-.Thereafter, the petitioner was paid an amount of Rs. 35 Lakhs on 11.01.2023 which was duly acknowledged by the petitioner vide Money Receipt dated 12.01.2023. Further, it is stated that the petitioner had spent approximately Rs. 2,18,650/- towards the covid testing for inbound cultural troupes coming from Cambodia, Myanmar and Thailand vide letter dated 02.02.2023 and the same was informed to the respondent-authority. That out of the total balance payment of Rs. 8,71,675/-, the petitioner had subsequently been paid an amount of Rs. 1,96,996/- on 29.03.2023 and the same has been acknowledged by the petitioner. That the balance amount of Rs. 6,37,336/- has not being paid to the petitioner though the petitioner has reminded the authorities to pay the same along with the amount of Rs. 2,18,650/- spent towards covid testing for the inbound cultural troupes coming from Cambodia, Myanmar and Thailand. Though the petitioner has been making rounds of the respondents by writing various letters and e-mails, the same has not been paid till date. Left with no other alternative, the petitioner has approached this Hon'ble Court by way of the present writ petition.

4. In the counter affidavit filed by the Respondent No. 4, the facts that the petitioner has been awarded the contract and he has completed the same which has not been denied by the respondent-authority. However, the authorities have annexued Annexure R-1 giving the break-up of the bills to the petitioner wherein a chart has been prepared. The perusal of the chart shows that the authorities have segregated the amounts payable to the petitioner under various heads i.e. Air/Railway Ticket, Accommodation Cost, Food Cost, Transportation Cost, Escort & Guidence Cost, Miscellaneous Cost, VISA Fee and the total amount arrived at by the authorities payable to the petitioner is Rs. 37,34,339/- (Thirty seven lakhs thirty four thousand three hundred thirty nine rupees only).

5. Learned counsel appearing on behalf of the petitioner has stated that once the authority has accepted the tender bids submitted by the petitioner, the questions of

reducing the amount payable to the petitioner does not arise. Learned counsel has drawn the attention of this Court to the tender document and also the bids submitted by the petitioner and also the letter dated 06.01.2023 bearing Ref. No. 003/BTMC/23 (Annexure P/3) wherein the authorities having found that the petitioner has quoted the lowest figure of Rs. 43,71,675/- + 5% GST has been approved. Learned counsel has stated that once the bid of the petitioner was accepted the authorities cannot reduce the amount payable to the petitioner. Moreso, when there is no complaint from any quarter against the petitioner. Further, learned counsel has stated that due to the prevalence of the COVID-19, the petitioner was directed to test the incoming troupes and the petitioner has spent an amount of Rs. 2,18,650/- which is yet to be paid by the authorities.

6. Learned counsel appearing on behalf of the respondent-authority has vehemently opposed the very maintainability of the present writ petition. Learned counsel has stated that there are disputed questions of fact which cannot be gone into the present writ petition and the present writ petition is liable to be dismissed on the said ground. Learned counsel has stated that the respondent-authority duly taking into consideration the services rendered by the petitioner have paid

the total amount of Rs. 37,34,339/- and nothing remain to be paid. That in case, the petitioner has any grievance his remedy is to approach the Civil Court by way of civil suit and not by way of present writ petition. Learned counsel has prayed for dismissing the present writ petition.

7. Admittedly, as seen from the record, the authorities have flouted a tender for the purpose of taking care of the troupes/tourist coming from various corners of the world i.e. Cambodia, Myanmar, Vietnam, Thailand and Sri Lanka etc. to which the petitioner has submitted his bid. The authorities having found that the quotation submitted by the petitioner was the lowest, have granted the tender in favour of the petitioner.

8. A perusal of the letter dated 06.01.2023 bearing Ref. No. 003/BTMC/23 which is extracted below for better appreciation reads as under:-

> *"Reference to this office Letter No. 295/BTMC/22 dated 24.12.2022 for inviting the quotation of inbound tour package for 6 Foreign Cultural Troupe.*
>
> *I, am to inform you that your quotations is found lowest Rs. 43,71,675 + GST 5% approved."*

9. That the authority having accepted the tender and agreed to pay an amount of Rs. 43,71,675/- along with the 5% GST cannot turn around and reduce the same after completion

of the work. Once the authority have accepted the tender submitted by the petitioner and approved the amount, the authority cannot reduce the amount on one pretext or the other. The amount arrived at by the authorities by breaking up the components as Air/Railway Ticket, Accommodation Cost, Food Cost, Transportation Cost, Escort & Guidence Cost, Miscellaneous Cost, VISA Fee is per se illegal. The authorities having accepted the tender cannot refuse to pay the total amount after completion of the work.

10. Though the counsel for the respondents has vehemently opposed the very maintainability of the present writ petition on the ground that there are disputed questions of fact, it is to be noted that a bare perusal of the documents throws ample light issue involved and there are absolutely no disputed questions of fact involved in the present writ petition. Therefore, the contention of the counsel for the respondents that the present CWJC cannot be entertained is without any legal basis. Merely, because a bogey of disputed questions is raised, the petitioner cannot be relegated to the Civil Court.

11. Having regard to the above-mentioned facts and circumstances, the present writ petition is allowed. The respondent-authority are directed to pay the balance amount of

Rs. 6,37,336/- and also the amount of Rs. 2,18,650/- incurred by the petitioner for the purposes of conducting COVID-19 tests. The entire exercise shall be completed as expeditiously as possible preferably within a period of six weeks from the date of the receipt of the copy of this order. In case, the amount are not paid by the respondent-authority 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 invoices till the date of actual realization.

12. With the above directions, the present writ petition stands allowed to the extent indicated above.

(A. Abhishek Reddy, J)

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