

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.980 of 2025

M/S Jai Mata Di Construction Company a registered partnership firm having its registered office at Professor Colony, Power House Road, P.S. and District-Begusarai through its Authorized Partner namely Sri Sanjeev Kumar (male), aged about 49 years, son of Late Digamber Prasad Singh, resident of Ward No. 8, P.O.-Chandaur, P.S.-Bhagwanpur, District-Begusarai.

... .. Petitioner/s

Versus

1. The State of Bihar through Principal Secretary, Rural Works Department, Government of Bihar, Patna.
2. The Principal Secretary, Rural Works Department, Government of Bihar, Patna.
3. The Additional Chief Secretary, Rural Works Department, Government of Bihar, Patna.
4. The Engineer in Chief, Rural Works Department, Government of Bihar, Patna.
5. The Superintending Engineer, Rural Works Department, Work Division, Samastipur, Government of Bihar, Samastipur, Bihar.
6. The Executive Engineer, Rural Works Department, Work Division Teghra, Begusarai, Bihar.
7. The Assistant Engineer, Rural Works Department, Work Division Teghra, Begusarai, Bihar.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Riya Giri, Adv.
For the Respondent/s : Mr. Advocate General

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

10 11-09-2025

Heard the learned counsel for the parties.

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

“i). To issue a writ/order/ direction in the nature of Mandamus for direction to the Respondent Authorities to make payment to the petitioner of Rs.6,02,312.3914/-(excluding GST) for the maintenance work done for five years in



relation to Agreement No.04/SBD-04/2013-14 dt. 08.05.2013, with GST and interest.

ii). To hold and declare that also in terms of Section 70 of Contracts Act, 1872 the claim of the petitioner is liable to be allowed and that action of the Respondent Authorities is contrary to the same.

iv). To any other relief or reliefs for which the petitioner is found to be entitled in the facts and circumstances of the case.”

3. It is the case of the petitioner that pursuant to the tender issued by the authority for the purpose of constructing the Road from Mukhtiyarpur Kabia to Banauli Naka via Bandh Saraswati Sen, the petitioner has participated in the said tender and being a successful bidder, was awarded the contract on 08.05.2013. That as per the terms and conditions of the contract, the petitioner was obligated to complete the work by 07.05.2014 and, thereafter, till 17.07.2019 the petitioner was expected to do the maintenance of the said work.

4. Learned counsel appearing on behalf of the petitioner submits that though the authorities have paid the amount for the work done by the petitioner, the amounts which are due for the maintenance of the work from 2014 till 2019 have till date not been paid. Learned counsel submits that as per the terms and conditions of the tender document and also the agreement entered between the parties, more specifically, Clause 41, the petitioner is entitled to an amount of 6,02,312.3914/-.



However, the authorities even after lapse of more than six years are not paying the above stated amount due to the petitioner. Learned counsel submits that the petitioner has all along been pursuing with the authorities for payment of Rs. 6,02,312.3914/-. That it was only when the authorities have issued the letter dated 19.12.2024, that the petitioner had to necessarily file the present writ petition. Learned counsel therefore, prays this Hon'ble Court to allow the present writ petition and consequently direct the authorities to make payment of the amounts for the maintenance work done for the last five years i.e. from 2014 to 2019.

5. *Per contra*, the learned counsel appearing on behalf of the respondents has vehemently opposed the very maintainability of the present writ petition and also the prayer sought for in the present writ petition. Learned counsel has stated that the petitioner has been entrusted the work of construction of road and the same was completed in the year 2014. Thereafter, the petitioner was obligated to maintain the said work till 17.07.2019. That the petitioner has approached this Hon'ble Court only in the year 2025 i.e., after lapse of more than six years. Learned counsel has stated that the writ petition is liable to be dismissed solely on the ground of laches. Further, it



is stated by the counsel for the respondents that the Security Refunding Form which has been submitted by the petitioner is only a format and, therefore, no action for payment of the amount can be taken under the said form. Learned counsel has stated that even for the sake of argument, it is accepted that the Security Refunding Form (Annexure-P/8) is also taken as correct, the same is not signed by the Executive Engineer. Learned counsel submits that unless and until the Executive Engineer signs the said form, the question of paying any amount does not arise. Learned counsel has therefore, prayed this Hon'ble Court to dismiss the present writ petition.

6. Admittedly, in the present case the fact that the petitioner has been allotted the work for construction of road and that it has been completed is not being denied by the respondent authority. The only bone of contention between the parties is as to whether the petitioner is entitled for payment of the maintenance amount from the date of completion of the work till 17.07.2019 i.e., for a period of five years. Admittedly, the petitioner after completion of work has maintained the road and submitted the Security Refunding Form on 28.10.2019 and the same has signed by the Joint Engineer as well as the Assistant Engineer. It is pertinent to note that the endorsement



of the Joint Engineer is that the road has been maintained and the same has also been recommended by the Assistant Engineer. Therefore, the contention of the respondent authorities that the petitioner has not maintained the work for the period 2014 to 2019 as envisaged under the contract is without any legal basis and contrary to the record. The authority except taking a frivolous ground that the petitioner has approached this Hon'ble Court after a lapse of six years and therefore, the writ petition has to be dismissed on the ground of laches has not denied the maintenance work done by the petitioner. The ground of laches also has to be discarded as the petitioner has been filing his representations to the authority concerned and it was only after the work efficiency certificate dated 19.12.2024 (Annexure-P/10) has been issued in favour of the petitioner, the cause of action for payment of the maintenance amount arises.

7. Further, a perusal of Clause 41 of the agreement/ contract, reads as under;

"CLAUSE 41

Release of Security deposit

On completion of the whole of the work, half of the total amount or security shall be repaid to the contractor after six months of completion. However, the balance half of the total amount of security will be returned after completion of defect liability period and after the Engineer has certified that all defects notified by him to the contractor before the end of this period have been corrected and also after recovery of any dues."



8. Having regard to the above mentioned facts and circumstances, the present writ petition is allowed. The authorities are directed to make the necessary payments due to the petitioner for the maintenance work for the period of 2014 till 2019 as expeditiously as possible preferably within a period of eight weeks from the date of receipt of a copy of this order.

9. With the above direction, the present writ petition stands allowed to the extent indicated.

(A. Abhishek Reddy, J)

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