

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.24083 of 2019

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Md. Shamshad Raza Son of late Hazi Md. Ali Raza, Resident of Tank Lane,
Bhikhanpur Gumti No. 3, Near Chhoti Masjid, P.S. Kotwali, District-
Bhagalpur.

... .. Petitioner/s

Versus

1. Bharat Sanchar Nigam Limited (A Govt. of India Enterprises) Department of Telecommunication, Govt. of India through Chief General Manager, Sanchar Bhawan, Bihar, Patna.
2. Chief Engineer Manager, Bharat Sanchar Nigam Ltd. Sanchar Bhawan, Patna.
3. General Manager, Bharat Sanchar Nigam Ltd Telecom, Distt. Bhagalpur.
4. Assistant General Manager(A and P), Office of General Manager, Telecom, District Bhagalpur.
5. Telecom District Manager, Department of Telecommunication, Bhagalpur.
6. Divisional Engineer, Telecommunication Bhagalpur.
7. Sub - Divisional Engineer(Planning) Office of General Manager, Bharat Sanchar Nigam Ltd, Telecom, District- Bhagalpur.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Dr. Manoj Kumar, Advocate
For the BSNL	:	M/s Ashok Kumar Dubey, Priya Raj Diwakar Pandey Sandeep Kumar Mandal, Advocates

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 14-07-2026

1. The petitioner has filed the Writ
petition for the following reliefs:

*“ For issuance of an
appropriate writ/writs, order/orders,
direction/directions in the nature of writ
of certiorari for quashing the order
dated 11.09.2019 passed by Assistant*



General Manager (A & P) Bhagalpur contained in Annexure-4 whereby and whereunder representation filed by petitioner dated 7.1.2019 pursuant to direction of Hon'ble High Court dated 17.12.2018 passed in C.W.J.C.NO. 10055 of 2015 has been rejected without properly considering the matter in controversy."

2. The case of the petitioner, in brief, is that he is a registered Government contractor who was awarded various works by B.S.N.L. for underground cable laying. Pursuant thereto, agreements were executed between the parties. Under the terms of the agreements, 10% of each running bill was deducted towards security deposit and another 10% towards A/T, with a stipulation that the deducted amount would be refunded after receipt of the final A/T report.

3. It is the petitioner's case that he completed the contractual works to the satisfaction of the respondent authorities and received payment of the running bills. However, the amounts deducted towards security deposit and



A/T were not refunded despite repeated requests. On being asked by the respondents, the petitioner submitted the Vendor Master Card along with the requisite documents on 10.12.2014, but no action was taken. Thereafter, he submitted representations before the competent authorities seeking release of the withheld amount.

4. The petitioner had earlier approached this Court in C.W.J.C. No. 10055 of 2015. The said writ petition was disposed of on 17.12.2018 granting liberty to the petitioner to file a fresh representation before the competent authority, with a direction to decide the same within the stipulated period. In compliance with the said order, the petitioner submitted his representation on 07.01.2019. However, the same was rejected by the Assistant General Manager (A & P), Bhagalpur, vide order dated 11.09.2019.

5. The Learned counsel for the petitioner submits that the impugned order rejecting the representation is arbitrary and unsustainable in law. It is contended that the competent authority



failed to consider the petitioner's claim on its merits and rejected the representation on a mere technical ground, without appreciating the terms of the agreements or the petitioner's entitlement to refund of the deducted amounts. It is further submitted that the respondents themselves failed to comply with the direction issued by this Court for timely disposal of the representation and, therefore, could not have rejected the petitioner's claim on technical considerations. It is accordingly submitted that the impugned order deserves to be quashed and the respondents be directed to refund the amounts deducted towards security deposit and A/T, along with the admissible consequential benefits.

6. A counter affidavit has been filed on behalf of the respondents. It is submitted that the petitioner had earlier approached this Court in C.W.J.C. No. 10055 of 2015, which was disposed of on 17.12.2018 with liberty to file a fresh representation before the competent authority within two weeks. However, the petitioner



admittedly submitted his representation on 07.01.2019, beyond the period stipulated by this Court. Therefore, the petitioner failed to comply with the order of this Court and cannot claim any benefit on the basis thereof.

7. It is further submitted that under the terms of the agreements executed between the parties, the amounts deducted towards security deposit and A/T were refundable only upon fulfillment of the contractual conditions, including submission of the requisite certificates and receipt of the final A/T report. The petitioner failed to submit the necessary No Objection/No Claim Certificate and other required documents for release of the security deposit. It is also submitted that the Vendor Master Card was furnished by the petitioner only in December, 2014, although the contracts pertained to the period 1998-2002.

8. The Learned counsel further submits that the petitioner did not complete the contractual works within the stipulated period and, in terms of the agreements, the respondents were



entitled to impose penalty and withhold the security deposit and retention money. It is contended that the representation submitted by the petitioner was vague, as it did not specify the exact amount claimed and also incorrectly stated that this Court had directed payment of the deducted amounts, though no such direction had been issued.

9. It is accordingly submitted that the competent authority examined the petitioner's representation and rightly rejected the same by the impugned order dated 11.09.2019. According to the respondents, the impugned order is legal, reasoned and in accordance with the terms of the contract as well as the earlier order passed by this Court. Therefore, no interference is called for in exercise of the writ jurisdiction under Article 226 of the Constitution of India and the writ petition deserves to be dismissed.

10. Having considered the pleadings on record, the rival submissions advanced on behalf of the parties and on perusal of the impugned order



dated 11.09.2019 (Annexure-4), this Court finds that the competent authority has considered the petitioner's representation and assigned reasons for rejecting the same. The impugned order records that this Court, while disposing of C.W.J.C. No. 10055 of 2015 on 17.12.2018, had granted liberty to the petitioner to file a fresh representation within two weeks. Admittedly, the petitioner submitted his representation on 07.01.2019, beyond the period stipulated by this Court. The authority has also noticed that the petitioner incorrectly stated in his representation that this Court had directed payment of the security deposit and A/T amount, whereas no such direction was contained in the order dated 17.12.2018. Accordingly, the representation was found to be vague and not in accordance with the earlier order of this Court.

11. This Court also finds that the reasons assigned in the impugned order are supported by the stand taken by the respondents in the counter affidavit. No material has been brought on record



by the petitioner to show that the findings recorded by the authority concerned are arbitrary, perverse or contrary to law. In such circumstances, this Court finds no infirmity in the impugned order dated 11.09.2019 warranting interference in this Writ petition.

12. Accordingly, the writ petition is, dismissed.

13. Interlocutory Application(s), if any, shall stand disposed of.

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	14.07.2026
Transmission Date	

