

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.18288 of 2023

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Pawan Kumar Singh Son of Late Chandra Dev Singh Resident of Mohalla
Mansa Pandey Baga PS Ara Nagar, District- Bhojpur.

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary, Building Constraction
Department Bihar Patna.
2. The Bihar Public Works Department, Patna.
3. The Executive Engineer Building Division, Ara.
4. The Executive Engineer Bhawan, Parmandall Bhojpur at Ara.
5. The District Transport Office Bhojpur at Ara.

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Ajay Kumar Singh, Adv.
For the Respondent/s : Mr. Advocate General

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

Date : 21-01-2026

Heard the learned counsel for the parties.

2. This writ petition has been filed for the following
relief(s):-

*“That, this application is directed for
issuance or appropriate writ in the nature of
mandamus any other writ order direction
Commanding the respondents to pay the Admitted
dues of the petitioner for the work done vide
tender Publish in 2022 in Vide work name
Construction at driving testing track at
Dhanupara in Agreement No. 01F2/2022-2023.*

*At the very outset it is stated that them
petitioner has completed the Construction of*



driving testing tack, work at Dhanupara, Ara, District-Bhojpur and has completed the Construction and entire premises It is further stated that the petitioner has also completed the assigned the constructed work there for in the premises at Bihar Publish Work Department.”

3. It is the case of the petitioner that pursuant to the notification of the tender, the petitioner has participated in the tender process and the petitioner being the successful bidder the work was allotted to him. Thereafter the petitioner has constructed the driving testing track at Dhanupara, Ara, District- Bhojpur within the stipulated time. That after completion of the work, the petitioner has been paid an amount of Rs. 38 lakhs out of the total contracted amount of Rs. 48,22,736/- and the balance amount of 10,32,000/- is yet to be paid. That the Executive Engineer vide letter no. 1473 dated 21.08.2023 and vide letter no. 1738 dated 05.10.2023 has certified that the work assigned to the petitioner has been completed and the said letters were addressed to the Respondent Nos. 4 and 5. Though the work was completed in the year 2022, the balance amount due to the petitioner is yet to be paid. Learned counsel has, therefore, prayed this Hon'ble Court to allow the present writ petition and direct the respondents to pay the amount due to the petitioner.



4. In the counter affidavit filed by the Respondent No. 3 i.e. Executive Engineer Building Division, Ara at Bhojpur, the factum of the tender being published, the work being entrusted to the petitioner and the completion of the construction as per the timeline fixed in the agreement bearing no. 01F2/2022-2023 has not been denied. The counter affidavit specifically states that the agreement value is of Rs. 48,22,736/- was done by the petitioner and an amount of Rs. 38,00,000/- has already been paid to the petitioner. Further, the factum of the Respondent No. 3 writing letters to the Respondent Nos. 4 and 5 about the completion of the work assigned to the petitioner and for releasing the funds has also not been denied. Further, in the counter affidavit, it is stated that thereafter Chief Engineer (South) vide his letter no. 588 dated 28.02.2024 letter no. 744 dated 13.03.2024, letter no. 867 dated 24.04.2024 and letter no. 1647 dated 21.08.2024 has repeatedly requested the District Transport Officer, Bhojpur, Ara for allotment of funds for making the payment of the balance amount due to the petitioner. That Executive Engineer Ara has once again vide his letter no. 915 dated 03.07.2024 and Letter No. 1115 dated 02.09.2024 requested the allotment of funds from District Transport officer, Bhojpur, Ara (Respondent No. 5). That in this regard, Secretary, Transport Department has also been requested



by Letter No. 8156 dated 08.10.2024 to provide the allotment of necessary funds. Thereafter, it is stated that the respondents are awaiting the allotment of funds for making the necessary payments to the petitioner.

5. In the counter affidavit filed by the Respondent No. 5, the authority has not denied about the allotment of the work to the petitioner and also the amounts paid to the petitioner. However, with regard to the balance amount due to the petitioner, it is stated that the Respondent No. 1 i.e. Principal Secretary, Building Construction Department had communicated letter bearing no. 744(S) dated 13.03.2024 and the Respondent No. 3 vide letter no 47/Pari. dated 15.04.2025 had written to the Motor Vehicle Inspector, Bhojpur for furnishing the present status of construction of the Driving Testing Track at Dhanupura, Ara and the Motor Vehicle Inspector has submitted his status report of the driving testing track vide letter no. 256/Pari dated 24.04.2025. In the report, it is stated that only 25% to 30% of the total work has been done and the same is also in a dilapidated condition covered by herbs/shrubs and grass. Further, it is stated in the counter affidavit that in view of the above, the balance amounts due to the petitioner cannot be made. The petitioner has filed a rejoinder to the counter affidavit filed by the Respondent Nos. 3 and 5 duly enclosing the



copies of the communication between various departments which evidence that the work assigned to the petitioner has been completed. Further, it is stated that the work agreement was signed on 15.04.2022 and the work has been completed on 14.07.2022 and the same was endorsed by the concerned authorities. The authority at this stage cannot take a ground that the work has not been completed and state that only 25% to 30% has been done. More particularly, in view of the fact that the Executive Engineer has certified the work done by the petitioner.

7. Thereafter, supplementary counter affidavit on behalf of the Respondent No. 3 has been filed wherein at para 8, 9 and 10 it is stated as under:

“8. That it is most humbly submitted that the answering respondent does not dispute the remaining amount as claimed by petitioner. That under para-8 of his writ petition. Petitioner has submitted that only Rs. 10,32,000/- remains unpaid which is true.

9. That in the previously filed counter affidavit respondents has already brought on record the fact that for payment of remaining dues of Rs 10,32,000/-, Executive Engineer, Building Division, Ara vide his Letter No.1473 dated 21.08.2023, Letter No.1738 dtd.05.10.2023, Letter No.915 dtd.03.07.2024, Letter No.1115 dtd.02.09.2024 and Letter No.1758 dtd.09.12.2025 and Chief Engineer(South) vide his Letter No.588



dtd. 28.02.2024, Letter No.744 dtd. 13.03.2024, Letter No.867 dtd. 24.04.2024 and Letter No.1647 dtd. 21.08.2024 has repeatedly requested District Transport Officer, Bhojpur, Ara to provide the remaining allotment of Rs 10,32,000/-, so that petitioner remaining dues could be cleared off.

10. That it is further submitted that vide Letter No.8156 dated 08.10.2024 Secretary, Transport Department has also been requested to provide the remaining allotment of Rs 10,32,000/-.”

8. It is pertinent to note that the Measurement Book has been enclosed along with the supplementary counter affidavit which evidences the work done and also the completion.

9. Having regard to the above mentioned facts and circumstances and also the correspondence made by the Respondent No. 3, it is manifestly clear that the petitioner has completed the work assigned to him within the stipulated period. It is pertinent to note that the work was completed in July, 2022 and there is no protest by the Respondent No. 5 at any point of time prior to filing of the present C.W.J.C. that the petitioner has not done the work. It is only after the C.W.J.C. has being filed, the Respondent No. 5 has taken a stand that the work has not being completed. There is no explanation forthcoming from the said authority as to why they have kept quite for a period of almost



three years if the work was not completed by the petitioner within the stipulated time. Further the said stand taken by the Respondent No. 5 is contrary to the letter written by the Executive Engineer where it was certified that the work entrusted to the petitioner has being completed. There is nothing but a lame excuse to avoid the payment of the legitimate dues to the petitioner.

Having regard to the above, the present writ petition has to be necessarily allowed and the same is accordingly allowed. The Respondent Nos. 4 and 5 are directed to see that the balance amounts due to the petitioner are deposited with the Respondent No. 3 at the earliest preferably within a period of four weeks from the date of receipt of the copy of this order and on receipt of the said funds, the authority is directed to make the payments to the petitioner forthwith.

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

(A. Abhishek Reddy , J)

Gauravkr/-

AFR/NAFR	NAFR
CAV DATE	N/A
Uploading Date	30.01.2026
Transmission Date	N/A

