

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.9839 of 2018

Navin Kumar Son of Rameshwar Prasad Yadav, Resident of Village- Bari
Aighu, Police Station- Muffassil, District- Begusarai Bihar.

... .. Petitioner/s

Versus

1. The State Of Bihar
2. The Principal Secretary, Urban Development and Housing Department,
Government of Bihar, Vikas Bhawan, Bailey Road, Patna - 800015
3. The Secretary, Bihar Rural Road Development Agency, 5th Floor,
Vishveshwarya Bhawan, Bailey Road, Patna
4. The Engineer-in-Chief, Rural Road Development Agency, 5th Floor,
Vishveshwarya Bhawan, Bailey Road, Patna
5. The Commissioner, Munger Division, District- Munger Bihar.
6. The District Magistrate-cum-Chairman, District Urban Development
Agency, Khagaria Bihar.
7. The Chief Engineer-2, Rural Works Department, Bhagalpur Camp,
Vishveshwarya Bhawan, Bailey Road, Patna
8. The Deputy Development Commissioner, Khagaria, District- Khagaria
Bihar.
9. The Superintending Engineer, Rural Works Department, Works Circle-2,
Saharsa, District- Saharsa Bihar
10. The Executive Engineer, Rural Works Department, Works Division-2,
Newly Constituted Work Division- Gogri, District Khagaria, Bihar
11. The Executive Engineer, Rural Development, Special Division, Khagaria,
District Khagaria Bihar.
12. The Executive Engineer, Road Construction Department, Road Division,
Khagaria, District- Khagaria Bihar
13. The Sub-Divisional Officer-cum-Assistant Engineer, Rural Works
Department, Works Division-2, Newly Constituted Work Division- Gogri,
District Khagaria, Bihar
14. The Junior Engineer, Rural Works Department, Works Division-2, Now
Newly Constituted Work Division- Gogri, District Khagaria, Bihar

... .. Respondent/s

Appearance :

For the Petitioner/s	:	M/s Yogesh Chandra Verma, Sr. Advocate Om Prakash Uday Shankar Pandey, Advocates
For the Respondent/s	:	Mr. Avdhesh Kumar Singh, AAG 6 Arvind Kumar, AC to AAG 6



CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 21-09-2026

1. The petitioner has filed the instant application for the following reliefs:

“(A) For issuance of a Writ in the nature of Certiorari or any other appropriate Writ/Writs quashing the order dated 15.12.2017 contained in Memo No. 1792 dated 31.12.2017 passed by the District Magistrate Khagaria (Respondent No. 6 Annexure-18) in view/compliance of the order dated 22.09.2017 passed in C.W.J.C. No. 14256 of 2015 by the Hon'ble Bench of the Patna High Court (Annexure-15) whereby and where under he has rejected the petitioner's claim of payment of outstanding admitted due amount of Rs. 13,67,134/ against Last/Final Bill contained in Measurement Book at Pg. No. 25 and also payment of refund of Security Deposit of Rupees 6,14,451 i.e. total amounting to Rs. 19,81,585/- with 5% simple interest per annum upon the same in view of the aforesaid order passed by the Hon'ble Patna High Court, purely/arbitrarily on Legal/Administrative and technical grounds, committed by the respondents concerned, not by the petitioner as same was beyond the control of him. The



aforesaid payment is to be made for/against satisfactorily completion of 2.70 K.M. By-Pass road from Bakhari Bus-Stand to Baluahi Bapu Park under "Mukhya Mantri Sahari Vikas Yojana" in Khagaria District within stipulated period of 12 months, done by the petitioner under jurisdiction of Executive Engineer (Respondent No. 10).

(B) A Writ in the nature of Mandamus or any other appropriate Writ or Writs/order, direction/directions commanding Respondent for the following:-the

(i) To make the payment outstanding admitted due amount of Rs. 13,67,134/-to the petitioner against the Last/Final Bill as contained in Measurement Book at Page No. 25 relates to satisfactorily completion of construction of "2.70 K.M. By-Pass Road" from Bakhari Bus Stand to Baluahi Bapu Park under "Mukhya Manti Sahari Vikas Yojana" in Khagaria District, done by him under Respondent No. 10.

(ii) To direct the respondent to pay interest at the @ 18% per annum to the petitioner upon the aforesaid admitted due amount i.e. Rs. 13,67,134/- from the date of Bill till the date of final payment.

(iii) And further for commanding and directing the concerned Respondent to make refund of security deposit i.e. Rs. 6,14,451/- with interest at the rate of 18 percent per annum from the date of its



*entitlement till payment to the petitioner.
(C) For passing such other order or orders
for which the petitioner is found entitled
under the law, in the facts and
circumstances of the case."*

2. The brief facts culled out of the Writ petition are that the petitioner is a Class-II registered contractor with the Rural Works Department, Government of Bihar, bearing Registration No. 1689/10. Pursuant to a tender notice published in August, 2010, the petitioner was awarded the work of construction of a 2.70 K.M. bypass Road from Bakhari Bus Stand to Baluahi Bapu Park in Khagaria District under the Mukhya Mantri Sahari Vikas Yojana, for an agreement value of Rs.1,37,40,647/-. An agreement was executed on 02.02.2011 and, on the same date work order was issued o, prescribing a period of twelve months for completion of the work.

3. The petitioner claims to have completed the work, within the stipulated period and, pursuant thereto, measurements were recorded in



the Measurement Book and a final bill of Rs.13,67,134/- was prepared. Out of the agreement amount, Rs.1,22,89,020/- had already been paid to the petitioner after deduction of Rs.6,14,451/- towards security deposit. The concerned authorities also issued certificates regarding completion of the work and an experience certificate in favour of the petitioner. The petitioner thereafter repeatedly requested payment of the final bill and for refund of the security deposit, but the same was not paid.

4. The petitioner earlier approached this Court in C.W.J.C. No.14256 of 2015. The Writ petition was disposed of on 22.09.2017 directing the District Magistrate, Khagaria to examine the petitioner's claim and make payment of the admitted dues within three months. In case of disagreement, the District Magistrate was directed to pass a reasoned order after giving notice to and an opportunity of hearing to the petitioner. It was further directed that the admitted amount would carry simple interest at the rate of 5% per annum.



5. Pursuant to the said order, the petitioner was heard by the District Magistrate, Khagaria on 15.12.2017. By order dated 15.12.2017, the claim of the petitioner was rejected principally on the grounds of alleged deficiencies in the estimate, Measurement Book and technical approval as well as alleged lapses on the part of the departmental officials.

6. The grievance of the petitioner is that the work had admittedly been completed, the measurements had been recorded, the final bill had been prepared and substantial payment had already been made, while the grounds assigned for withholding the remaining amount pertained to alleged lapses on the part of departmental authorities and not to any default on the part of the petitioner.

7. Mr. Yogesh Chandra Verma, the Learned Senior counsel for the petitioner submits that the petitioner duly completed the work under a valid agreement and within the stipulated period, as is supported by the departmental measurement



records, completion certificates and experience certificate. It is submitted that the final bill for Rs.13,67,134/- was prepared after measurement of the work, and a sum of Rs.6,14,451/- was deducted and retained towards security deposit.

8. The Learned Senior counsel further submits that the earlier order of this Court dated 22.09.2017 required the District Magistrate to examine the claim and pay the admitted dues, or, if the claim was disputed, to pass a reasoned order after hearing the petitioner. However, instead of identifying any default or deficiency attributable to the petitioner, the impugned order relies upon alleged deficiencies or omissions on the part of the departmental authorities.

9. It is, therefore, submitted by the Learned Senior Counsel for the petitioner that the petitioner cannot be deprived of payment for work admittedly executed merely on account of alleged procedural or technical lapses on the part of the respondents' officials. Learned counsel accordingly prayed to quash of the impugned order and



sought for a direction to the respondents to release the final bill amount of Rs.13,67,134/- along with the security deposit of Rs.6,14,451/- with an appropriate interest.

10. Counter affidavits and supplementary counter affidavit have been filed on behalf of the State respondents. The Learned counsel for the respondents submits that pursuant to the order dated 22.09.2017 passed in C.W.J.C. No.14256 of 2015, notice was duly issued to the petitioner and having heard by the District Magistrate, Khagaria, after examining the relevant records, the claim of the petitioner was rejected by order dated 15.12.2017, communicated vide Memo No.1792 dated 31.12.2017.

11. The Learned counsel for the respondents submits that the petitioner's claim for Rs.13,67,134/- towards the final bill and Rs.6,14,451/- towards security deposit could not be accepted, as the departmental examination disclosed deficiencies in the execution and documentation of the work. The project, being



above Rs.50 lakhs, was required to be supervised by the Superintending Engineer in terms of Notification No.5343 dated 22.10.2008, however, such supervision and verification of the Measurement Book at the prescribed level were not undertaken.

12. It is further submitted by the Learned counsel for the respondents that the reports of the Executive Engineer, Road Construction Department, Khagaria raised concerns regarding the condition and thickness of the road and its suitability for heavy vehicles. Deficiencies were also noticed in the preparation of the estimate and in the relevant entries in the Measurement Book, and, therefore, payment of Government money could not be made contrary to the prescribed departmental norms.

13. The Learned counsel for the respondents further submits that the District Magistrate, Khagaria was the fund-sanctioning authority, whereas the concerned department was only the executing agency. Since the claim had



already been examined and rejected by the District Magistrate by a reasoned order, the executing department has no further role in the matter. Further, the impugned order does not call for interference and prayed to dismiss the Writ petition as devoid of merits.

14. Heard the Learned Senior counsel for the petitioner as well as the Learned counsel for the respondents.

15. Having considered the rival submissions and the materials available on record, this Court finds that the petitioner was awarded the work in question, under a duly executed agreement and the work was completed within the stipulated period. The records placed before the Court also show that substantial payment had already been made to the petitioner and a final bill for Rs.13,67,134/- was prepared after measurement of the work. An amount of Rs.6,14,451/- had also been retained towards security deposit.

16. It is not in dispute that the petitioner



had earlier approached this Court in C.W.J.C. No.14256 of 2015 seeking for payment of the aforesaid dues. The said Writ petition was disposed of on 22.09.2017 with a specific direction to the District Magistrate, Khagaria to examine the petitioner's claim and to make payment of the admitted dues within three months. It was further directed that, if the District Magistrate was not agreeable to the claim, he was required to give notice to the petitioner, afford him an opportunity of hearing and thereafter pass a reasoned order. The admitted amount was also directed to carry simple interest at the rate of 5% per annum.

17. In compliance thereof, the petitioner was noticed and heard. However, the claim has been rejected principally on the ground that the requisite supervision by the Superintending Engineer was not undertaken, the Measurement Book was not duly verified, and certain deficiencies were noticed in the estimate and in the condition of the road.

18. In the considered view of this Court,



the reasons assigned in the impugned order do not disclose any specific finding, that the petitioner had failed to execute the work, in terms of the agreement or that the final measurement and final bill prepared by the departmental authorities were incorrect. The alleged deficiencies relied upon by the District Magistrate substantially relate to procedural, technical or administrative lapses on the part of the departmental authorities.

19. It is also significant that the respondents do not dispute that about the allotment of work its execution and substantial payment against the work and further about the preparation of final bill. No material has been brought on record to establish that any quantified amount paid or claimed by the petitioner was in respect of work not executed by him or that the petitioner had committed any specific breach of the agreement warranting withholding of the admitted dues.

20. The earlier order of the Court dated 22.09.2017, required the District Magistrate to



determine the petitioner's entitlement to the admitted dues. The impugned order, however, proceeds mainly on departmental lapses and deficiencies in supervision and record-keeping, without recording any specific finding of liability or default on the part of the petitioner. Such departmental omissions cannot, in the facts of the present case, by themselves constitute a valid ground for denying payment for the work executed by the petitioner under the agreement.

21. In view of the aforesaid facts and circumstances, this Court finds that the impugned order dated 15.12.2017, contained in Memo No.1792 dated 31.12.2017, cannot be sustained and is accordingly liable to be quashed. The petitioner would consequently be entitled to consideration and release of the amount found due towards the final bill and security deposit, in accordance with the departmental records and the terms of the agreement. So far as interest is concerned, in view of the earlier order of this Court dated 22.09.2017, the admitted amount shall carry



simple interest at the rate of 5% per annum, as directed therein.

22. The Writ petition is, accordingly, allowed.

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

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	23.09.2026
Transmission Date	

