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IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.386 of 2022

Pramod Kumar son of Raj Kumar Sah, Permanent Resident of Village-
Parsauni, P.S.-Bairgainiya, District-Sitamarhi. Proprietor of M/s Pramod
Enterprises, Kachhari Bazar, Near D.S.E. Office, Shop No. A/42, Purnia.

... .. Petitioner/s

Versus

1. The State of Bihar through the Chief Secretary, Govt. of Bihar, Patna.
2. The Chief Secretary, Department of Disaster Management, Govt. of Bihar, Patna.
3. The Special Secretary, Disaster Management Department, Govt. of Bihar, Patna.
4. The Secretary, Disaster Management Authority, Bihar, Patna.
5. The Joint Secretary, Disaster Management Department, Govt. of Bihar, Patna.
6. The Commissioner, Purnia Division, Purnia.
7. The District Magistrate, Purnia.
8. The Additional Collector, Purnia.
9. The District Public Relation Officer, Purnia.
10. The Additional Collector, Disaster Management, Purnia.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Kumar Praveen
For the Respondent/s : Md. Khurshid Alam (Aag12)

CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY

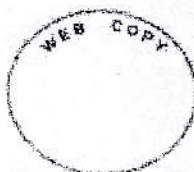
ORAL ORDER

7 04-04-2024

Heard the learned counsel for the parties.

The present writ petition has been filed for the
following reliefs:-

"A) For issuance of an
appropriate writ/writs, order/s, direction/s
commanding the respondents to immediately
release and make payment of the remaining
balance amount of Rs. 50,87,478/- (Rupees
Fifty lakhs eighty seven thousand and four



hundred seventy eight only) in favour of petitioner which has been arbitrarily withheld by respondent authority without assigning any reason for the same; despite specific direction of the Hon'ble court to dispose of the representation of petitioner by a reasoned and speaking order; against the total outstanding dues of rupees 63,15,690/- (Rupees sixty three lakhs fifteen thousand and six hundred ninety only) only Rs.- 12,28,218/- (Twelve lakhs twenty thousand and two hundred and eighteen only) has been sanctioned in favour of petitioner by the Secretary, Disaster Management Authority, Bihar, Patna without giving any reason or explanation for withholding the admitted dues.

B) For issuance of appropriate direction to the respondent concern to make payment of balance remaining along with statutory interest, litigation cost and compensation for the delayed payment from the date on which the work order was successfully completed by the petitioner till the date of actual final payment.

C) For direction to the respondent authorities to compensate the loss of reputation as well as for the loss of business to the petitioner because a huge amount of petitioner working capital has been withheld/blocked by the respondent authorities for a period of more than 6 years after successfully completion of work order within time to the satisfaction of respondents along with compensation for the Economical, Physical and Mental harassment to the petitioner.

D) For any other relief/reliefs to which the petitioner is found entitled under the facts and circumstances of the present case."

3. Learned counsel appearing on behalf of the petitioner has stated that pursuant to the decision taken by the



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respondent authorities for display of flex hoardings, to make the people of the district of Purnia aware of the Earthquake, the authorities have issued work order to the petitioner to fix approximately 539 hoardings. The said work order was issued in the year 2015 and the petitioner after completion of the said work has submitted the bills to the tune of approximately Rs. 63,15,690/- (Rupees sixty three lakhs fifteen thousand and six hundred ninety only). That thereafter, the District Public Relation Officer, Purnia vide Letter No. 467 dated 24.08.2015 informed the Additional Collector Disaster Management, Purnia to make available the amount of Rs. 63,15,690/- for the purpose of making the payment to the petitioner herein. Thereafter, the District Magistrate, Purnia vide letter dated 03.09.2015 in Letter No. 1094 has requested the Special Secretary, Disaster Management to make available the above stated amount. The District Magistrate vide Letters dated 01.12.2015 & 03.05.2016 in Memo No. 04 & Memo No. 310 respectively has again made a request to the Special Secretary, Disaster Management to make necessary arrangements for disbursed of the amount due to the petitioner. Thereafter, the Additional Collector Disaster Management, Purnia vide letter dated 02.09.2016 in Memo No. 809 had requested the District Information and Public Relation



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Officer, Purnia to make available the information with regard to the size of the hoardings and the rate of the said hoardings so as to enable him to make the necessary payment. In turn, the District Public Relation Officer vide Letter No. 205 dated 08.09.2016 has supplied all the necessary information to the Additional Collector Disaster Management, Purnia with the above request and to make available the funds for making the payments to the petitioner. Basing on the above letter, the District Magistrate, Purnia vide Memo No. 909 dated 19.09.2016 has requested the Joint Secretary, Disaster Management to make available payment. That after lapse of more than three years from the date of installment of hoardings, the District Magistrate, Purnia vide Memo No. 1239 dated 17.12.2018 had constituted a four member enquiry committee to submit a report with regard to the spot verification of the works done by the petitioner's company. That the District Public Relation Officer, Purnia vide Memo No. 172 dated 30.08.2019 informed the Additional Collector District Management, Purnia and submitted his enquiry report after due physical verification of the hoardings put up by the petitioner. The report states that as on the date of verification 80% of the flex hoardings were still intact at the places of installation. Thereafter, the petitioner



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has again requested the District Magistrate, Purnia to make the necessary payments and clear the outstanding dues however, when the authority did not take any steps for making the payments, the petitioner was constrained to approach this Hon'ble Court by way of CWJC No. 11518 of 2021 which was disposed of on 16.09.2021 directing the petitioner to give a detailed representation to the concerned authority annexing necessary documents. That the Additional Collector Disaster Management, Purnia vide Memo No. 1714 dated 17.12.2021 intimated the petitioner that the claim of the petitioner for an amount of only Rs. 12,28,218/- (Twelve lakhs twenty thousand and two hundred and eighteen only) has been sanctioned as against the total bill amount of Rs. 63,15,690/- (Rupees sixty three lakhs fifteen thousand and six hundred ninety only). Learned counsel for the petitioner has stated that as per the terms and conditions of the work order, the petitioner was given the order to install 539 number of flex hoardings which were installed in the year 2015 itself. That the petitioner was obligated to maintain the above said hoardings for a period of three years only. Learned counsel has stated that the authorities instead of paying the entire bill amount of Rs. 63,15,690/- have only paid an amount of Rs. 12,28,212/- depriving the petitioner

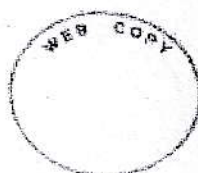


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of the rightful amount for the works already completed. Learned counsel has therefore, prayed this Hon'ble Court to allow the present writ petition and direct the authority concerned to pay the balance amounts due to the petitioner.

4. In the counter-affidavit filed by the respondent No. 7, it is stated that the authority concerned duly taking into account the report submitted by the enquiry committee in the year 2021 which on physical verification found that only 20% of the hoardings were remaining, have taken a decision to make the payment for only 12,28,218/- (Twelve lakhs twenty thousand and two hundred and eighteen only). It is contended that the petitioner has not installed the balance 80% of the hoardings as claimed by him. Further, it is stated that the said amount of Rs. 12,28,218/- (Twelve lakhs twenty thousand and two hundred and eighteen only) has already been paid to the petitioner and no balance amounts remains to be paid to the petitioner's company. Learned counsel has therefore, prayed this Hon'ble Court to dismiss the present writ petition.

5. Admittedly, in the present case, the petitioner was given the work order way back in the year 2015 for installing 539 number of hoardings in the District Purnia. Admittedly, the petitioner has submitted the bills immediately after completion



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of the work to the authority concerned and the district level authorities have verified the hoardings installed by the petitioner and recommended for paying the full amount of Rs. 63,15,690/- (Rupees sixty three lakhs fifteen thousand and six hundred ninety only). However, the authorities for reasons best known to them did not make the payments within the reasonable time but have kept the matter pending for a period of almost six years. It is pertinent to note that the earlier enquiry report constituted by the District Magistrate, Purnia have submitted a report that even as of 2019, 80% of the hoardings were present but the same has not been taken into consideration by the authority concerned for making the payment of the amounts due to the petitioner. The authority instead have relied on the enquiry report of the year 2021 to deny the lawful bills raised by the petitioner and have only paid 20% of the total amount due. The said act of the authority in paying only 20% of the demanded amount is not only arbitrary, illegal, bad but the same is contrary to record. In this particular case, the petitioner has completed the work of installing the hoardings way back in the year 2015 and submitted his bill to the authority concerned and the authorities after due verification in turn have written to their superior authority making a requisition for allotment of the necessary



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funds for making payments to the petitioner. Further, it is to be noted that the District Magistrate, Purnia himself has constituted a team in the year 2019 which submitted report that even as of now 2019-20, 80% of the work hoardings were intact but for reasons best known to them this particular report has been ignored by the authority concerned. The petitioner as per the terms and conditions of the work order/contract was obligated to maintain the hoardings for a period of three years from the date of installation, and going the enquiry report of 2019, 80% of the hoardings were still intact even in the year 2019. The authorities cannot expect the hoardings to be intact in the year 2021 i.e. after lapse of more than six years from the date of installation and deny the payments to the petitioner's company. The authority cannot wake up from deep slumber and deny the lawful payments due to the petitioner's company only on the ground that as on the date of inspection of the hoardings in the year 2021 i.e. after lapse of more than six years, only 20% of the hoardings were found to be intact. When the terms and conditions of the contract clearly mentioned that the petitioner was obligated to maintain the same for a period of only three years, the authority cannot expect the hoardings to remain intact even after period of six years when there is no condition



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stipulated to that effect in the agreement. The authorities are expected to make the necessary payments immediately after the work is completed but cannot sit over the bills of the contractor for years together and ultimately deny the same one pretext or the other..

6. Having regard to the above mentioned facts and circumstances, the stand taken by the authority that the petitioner is only liable to be paid only 20% of the due amount and as only 20% of the hoardings were intact in the year 2021 i.e., when the inspection has taken place is without any legal basis and the same is an arbitrary exercise of power not vested with the authorities. The authorities instead of making the payments immediately after the work was completed cannot sit over the matter for years together and ultimately deny the lawful claim of the petitioner.

7. Having regard to the above, the impugned order dated 02.11.2021 is hereby set aside. the authorities are directed to make the balance payment of 80% to the petitioner as expeditiously as possible preferably within a period of six weeks from the date of receipt of a copy of this order. Even though, the petitioner has prayed for grant of interest on the delayed payment, this Court is not inclined to grant the same.



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However, it is made clear that in case the authorities do not pay the balance 80% of the amount due to the petitioner within the time stipulated by this Court, the petitioner will be entitled to simple interest of 7% on the outstanding due amount from the date of submission of the bill i.e., on 24.08.2015 till the date of making the payment.

8. With the above direction, the present writ petition stands allowed to the extent indicate.

Ayush/-

(A. Abhishek Reddy, J)

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