

(2013) 03 KAR CK 0018

In the Karnataka High Court

Case No : Writ petition No. 6118 of 2013 (GM-RES)

Jagannath

APPELLANT

Vs

State of Karnataka and Others

RESPONDENT

Date of Decision : 01-03-2013

Acts Referred:

Citation : (2014) 1 KarLJ 91

Hon'ble Judges : Mohan M. Shantanagoudar, J

Bench : Single Bench

Advocate : K.V. Girish, for the Appellant; S. Susheela, Additional Government Advocate, for the Respondent

Judgement

Mohan M. Shantanagoudar, J.—Petitioner has prayed for the following reliefs:

(a) Issue a writ of mandamus or any other writ, order of direction directing the respondents to make the payment of the Final Bill for sum of Rs. 77,53,849/- (Seventy-seven lakhs fifty-three thousand eight hundred and forty-nine only) along with the bank interest, in the interest of justice and equity.

(b) In the alternative issue a writ of mandamus or any other writ, order or direction to refer the issue of payment of Final Bill raised in Annexure-E to respondent 2 in terms of Clause 29(a)(iii) and further direct the respondent 2 to decide on the aforesaid issue i.e., payment of Final Bill at the earliest in the interest of justice and equity.

Since there is no adjudication in respect of the final bill amount said to have been due to the petitioner by any authority/Court, the first relief cannot be granted at this stage particularly when facts are in dispute.

2. However, the second prayer of the petitioner may have to be considered. Grievance of the petitioner is that though he has completed the work of construction of platform with the seating arrangement/capacity of 10,000 persons at Shravanabelagola Temple on the occasion of Manamastabhisheka in

the year 2007, he is not paid the entire dues. According to him, the final bill of the petitioner is not settled. Thus, he prays for a direction to refer the issue of payment of bill in terms of Clause 29(1)(iii) of General Rules and Directions for the Guidance of Contractors ("Guidelines" for short).

3. Clause 29 of the Guidelines deals with Settlement of Dispute and Time Limit for Decision. It makes clear that if any dispute of difference of any kind whatsoever were to arise between the Executive Engineer/Superintending Engineer and the contractor relating to contract, the dispute shall be referred to the Chief Engineer who has jurisdiction over the work specified in the contract. The Chief Engineer shall, within a period of 90 days from the date of being requested by the contractor to do so, give written notice of his decision to the contractor and the Chief Engineer's decision is final. According to the petitioner, he has already requested the Chief Engineer as per Annexure-E, dated 19-6-2012 to resolve the dispute. However, the Chief Engineer has not taken any action as per law.

In view of the aforementioned facts and circumstances of the case, respondent 2-Chief Engineer is directed to consider the representation of the petitioner and treat the same as the reference to him under Clause 29(a)(iii) of the Guidelines and decide the same on merits and in accordance with law as early as possible, but not later than the outer limit of two months from the date of receipt of this order.

It is open for the petitioner to produce all the records to support his case before the Chief Engineer, if he so chooses.

Writ petition is disposed of accordingly.