

(2017) 04 JH CK 0077
In the Jharkhand High Court
Case No : 1919 of 2017

Rama Ram & others

APPELLANT

Vs

Deputy Commissioner, Hazaribagh & others

RESPONDENT

Date of Decision : 25-04-2017

Acts Referred:

Citation : (2017) 04 JH CK 0077

Hon'ble Judges : Aparesh Kumar Singh

Bench : SINGLE BENCH

Advocate : J.J.Sanga, Bhawesh Kumar

Judgement

1. Heard learned counsel for petitioner and the State.
2. Petitioner is stated to be a registered Government Contractor of Notified Area Committee, Simdega who was allotted work under agreement no. 1F2/2010-2011 Part-I dated 2.12.2010 and 1F2/2010- 11 Part-II dated 9.3.2011 (Annexure-16 and 17 to the Supplementary affidavit) for construction of 12 Aangan Bari Centers in the District of Simdega. According to him work has been completed. Annexure-6, letter dated 299 dated 7.8.2014 would reveal correspondence between the Respondent no. 10 and 7 on the question of release of allotment. Annexure-11 series are reportedly the photographs of the completed Aangan Bari Centers submitted by the petitioner on being asked by the Respondent no. 7 & 10 through letter dated 8.5.2015 (Annexure-9).
3. Learned counsel for the petitioner has also relied upon Annexure-14, letter no 1099 dated 27.8.2016 issued by the Respondent no.7, where under the Respondent no.10 has been asked to release 5% security deposit to such Contractors who have completed their work of construction of the 18 Aangan Bari Centers since allotment for payment of their admissible dues have not yet been received. Learned counsel for the petitioner submits that in those circumstances claim for admissible dues have remained unredressed. Petitioner has approached this Court seeking payment of admitted dues in respect of the work executed

under the agreements and also refund of the security deposit. Petitioner claims to have represented time to time such as Annexure-3 dated 22.12.2012, Annexure-5 dated 27.8.2013 and Annexure-12 dated 17.12.2015.

4. Learned counsel for the Respondent State submits that writ petition has been filed this month itself and instructions have not been received. However the claim arising out of execution of work under the agreement needs to be scrutinized by the Competent Authority under the Respondent Department and also as per the terms and conditions of the agreement.

5. I have considered the submission of the learned counsel for the parties and relevant material facts pleaded. In the matter relating to claim of admissible dues for execution of work under an agreement, this Court is not inclined to enter into the determination of the claim in exercise of writ jurisdiction as it involves questions of fact dependent upon verification of satisfactory execution of work as per the terms and conditions of the agreement. However, petitioner is allowed liberty to approach the Respondent no.6, Director, Department of Social Welfare, Women and Child Development, Government of Jharkhand, Ranchi through the office of Respondent no.10, Executive Engineer, NREP, Simdega with detail representation duly supported with necessary facts and documents for redressal of his grievance. Needless to say the Competent Authority/ Respondent no. 6 Director, Department of Social Welfare, Women and Child Development, Government of Jharkhand, Ranchi would consider his grievance in accordance with law after verification of satisfactory execution of the work as per terms and conditions of the agreements within reasonable time, preferably 16 weeks from the date of receipt of the copy of this order. In case the claim of the petitioner is found to be admissible, admitted dues be released thereafter within reasonable time.

6. The writ petition is disposed of accordingly.