

(2025) 10 PAT CK 1345

In the Patna High Court

Case No : Civil Writ Jurisdiction Case No.13010 Of 2016

Ramay Enterprise

APPELLANT

Vs

Union Of India

RESPONDENT

Date of Decision : 14-10-2025

Acts Referred:

Citation : (2025) 10 PAT CK 1345

Hon'ble Judges : G. Anupama Chakravarthy, J

Bench : Single Bench

Advocate : Shivendra Prasad, Priya Gupta

Final Decision : Disposed Of

Judgement

G. Anupama Chakravarthy, J

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

"for issuance of an appropriate writ/writs, order/orders direction/ directions to the respondent authorities to make payment of outstanding dues bill amount relating to the contract work namely

"The through turn out renewal of existing point and crossing with 52 kg fan shaped curve switches and renewal of derailing switches with 52 kg new one in P.G. sector of Danapur Railway Division"

With interest as the work aforesaid contract of which was given to the petitioner has already been completed and though the final bill of the work has already been prepared and submitted but only part of the total bill amount has been paid to the petitioner and remaining bill amount has still not been paid to the petitioner. The petitioner further prays for any other relief(s) for which the petitioner may be found entitled in the facts and circumstances of the present case."

2. The brief facts as culled out from the petition are that the petitioner, a

registered contractor, participated in Tender Notice No. W-7/Tender/02/Open/DNR/07-08 dated 06.06.2007, floated by the Railways for the aforementioned contract work. Upon successful bidding, the contract was duly awarded to the petitioner. It is submitted that the petitioner was directed by the Divisional Engineer, to deposit the performance guarantee and commence the work, which he did accordingly.

3. It is submitted by the Learned counsel for the petitioner that due to non-availability of essential railway materials and simultaneous extension of time in the project area, the execution of the contract work was delayed. Multiple extensions for the date of completion were sought and it was subsequently, granted by the respondent authorities.

4. It is further submitted that after completion of the work, the final bill was duly prepared and submitted. However, the outstanding dues amounting to Rs.4,63,520.72 was not released despite repeated requests and representations made by the petitioner. The petitioner claims that withholding of dues is arbitrary and in violation of his constitutional rights.

5. A counter affidavit was filed by the respondent Nos. 2 to 6.

6. It is submitted by the Learned counsel for the respondents that the petitioner failed to attend on the date of the final joint measurement. The last date of completion was 31.10.2010, and it is stated that the petitioner only appeared for final measurement in July 2011, after a lapse of nearly nine months. By that time, was the said work was deleted from the sanctioned works list (commonly referred to as the Railway "Pink Book") i.e. end of financial year. It is contended the delay in completion that was attributable solely to the petitioner, due to his casual approach and failure to deploy adequate manpower and equipment. The date of completion was extended five times, on request of petitioner.

7. It is further submitted that all other dues, including the performance guarantee and security deposit, have been paid to the petitioner and the respondents are in the process of re-appropriating the required funds to facilitate payment of the final bill and have assured that the amount will be disbursed once such re-appropriation is complete.

8. Heard the Learned counsel for the petitioner as well as the Learned counsel appearing for the respondents and perused the materials available on record.

9. It is not in dispute that the work in question has been completed and that the final bill for Rs.4,63,520.72 has been prepared and submitted. The only ground taken by the respondents for non-payment of the said amount is the delay on the part of the petitioner in witnessing the final measurement, which allegedly resulted in deletion of the work from the sanctioned list and thereby deletion of funds allocated for the said project. While there may have been lapses on the part of the petitioner in timely execution and witnessing of final measurements, the fact remains that the work in question has been completed to the satisfaction

of the Railways and a final bill has been drawn. The petitioner cannot be made to suffer indefinitely due to procedural lapses and inter-departmental fund management issues of the respondent authorities.

10. Admittedly, the work was completed by 31.10.2010. The petitioner waited for 6 long years to his payment and was continued to file the present Writ petition. This Court is of the considered view that the respondents are under a legal obligation to ensure payment of the said contractual dues, after necessary re-appropriation of funds.

11. In view of the foregoing discussion, the writ petition is allowed. The respondents are directed to release the outstanding amount of Rs.4,63,520.72 to the petitioner within a period of two months from the date of receipt / production of a copy of this order.

12. With the above observations and directions, the writ petition is allowed.

13. Interlocutory Application, if any, shall stands disposed of.