

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.16240 of 2019

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Amit Kumar Singh Son of Late Ashok Singh R/o Village- Shivganj, P.O.-
Dariyapur, District- Muffasil Munger, District- Munger.

... .. Petitioner/s

Versus

1. The State of Bihar through the Chief Secretary, Govt. of Bihar, Patna.
2. The Principal Secretary, Planning and Development Department, Govt. of Bihar, Patna.
3. The Executive Engineer, Local Area Engineering Organization, Works Division, Munger.
4. The Estimating Officer, Local Area Engineering Organization, Works Division, Munger.
5. The Junior Engineer, Local Area Engineering Organization, Works Division, Munger.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Uma Shankar Sharma
For the Respondent/s	:	M/s Vinay Kirti Singh, GA2
		Venkatesh Kirti, AC to GA 2

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 03-07-2026

1. The Writ petition is filed for the following reliefs:

“(i) To set aside the award dt.
16.5.2019 passed by Hon'ble Mr. Justice
(Retd) Mungeshwar Sahoo the Chairman
and Mr. Md. Shahid Hussain Member Bihar
Public Works Contracts Disputes
Arbitration Tribunal Patna, in Reference
case No. 64/2015, whereby and



whereunder they were pleased to dismiss the reference case of the petitioner being reference case 64/2015 with cost Rs. 10,000/- vide order dated 16.5.2019.

(ii) To make payment to the petitioner of the admitted dues amount of Rs. 2,38,000/- (Rupees two lakhs thirty eight thousand) of excess work done by the petitioner of Agreement No. 44F2/2012-13, for construction of PCC road in Paswan tola, Rai Tola, Mandal Tola at Hasanpur, Sadar Munger in the District of Munger and also make payment of statutory interest on the said amount.

(iii) To return the security Deposit amount (SD) of the petitioner.

(iv) To pass any other relief (s) for which the petitioner would be found entitled by this Hon'ble High Court in law as well as facts and circumstances of this case."



2. The brief facts culled out of the Writ petition is that the petitioner, a registered contractor of the respondent Department, was awarded Agreement No. 44F-2/2012-13 dated 01.02.2013, for construction of a PCC road in Paswan Tola, Rai Tola and Mandal Tola at Hasanpur, Sadar, Munger, for a contract value of Rs.5,50,205/-, with the stipulated period of completion being three months. According to the petitioner, the contractual work was completed within the prescribed time. It is submitted that, during execution of the work, the departmental authorities instructed him to execute additional works, including widening of the road, resulting in enhancement of the total value of the work from Rs.5,50,205/- to Rs.7,88,144/-, thereby giving rise to an additional claim of Rs.2,38,000/-.

3. It is submitted that although the Measurement Book (M.B. No.98 dated 05.02.2013) recorded the work executed by the petitioner, including the alleged additional work, and despite the authorities having acknowledged the execution



of such work, payment was made only in respect of the original agreement value. Out of the contractual amount, the petitioner received Rs.4,29,247/- after statutory deductions, while the amount claimed towards the additional work, namely Rs.2,38,000/-, as well as the security deposit, remained unpaid despite repeated representations made before the departmental authorities.

4. The Learned counsel for the petitioner submitted that aggrieved by the non-payment, the petitioner had earlier approached this Court by filing CWJC No.5436 of 2014. The said Writ petition came to be dismissed by order dated 07.08.2014 on the ground that the dispute involved disputed questions of fact and was not amenable to Writ jurisdiction. However, liberty was granted to the petitioner to approach the competent Civil Court or to invoke arbitration in terms of the agreement.

5. Pursuant to the aforesaid liberty, the petitioner filed Reference Case No.64 of 2015 before the Bihar Public Works Contracts Disputes



Arbitration Tribunal, seeking payment of the alleged admitted dues of Rs.2,38,000/- together with interest and refund of the security deposit. The Tribunal, by Award dated 16.05.2019, dismissed the reference holding that the claim was devoid of merit and also imposed costs of Rs.10,000/- upon the petitioner.

6. The Learned counsel for the petitioner submits that the Tribunal failed to properly appreciate the materials available on record, particularly the Measurement Book and other departmental records evidencing execution of the additional work. It is contended that the authorities themselves had accepted the execution of the extra work, yet arbitrarily withheld payment thereof. It is further submitted that the Tribunal failed to consider the admitted nature of the claim of the petitioner and passed the impugned award without proper appreciation of the facts and evidence, rendering the award arbitrary, illegal and unsustainable in law.

7. On the aforesaid submissions, it is



prayed that the Award dated 16.05.2019 passed by the Bihar Public Works Contracts Disputes Arbitration Tribunal in Reference Case No.64 of 2015 be set aside, the respondents be directed to pay the petitioner the amount of Rs.2,38,000/- towards the additional work allegedly executed by him under Agreement No.44F-2/2012-13 together with statutory interest; the security deposit be refunded; and such other consequential reliefs be granted as may be deemed fit and proper in the facts and circumstances of the case.

8. A detailed counter affidavit has been filed on behalf of respondent Nos. 2 to 5 opposing the Writ petition. The Learned counsel for the respondents submits that the present Writ petition is directed against the Award, dated 16.05.2019 passed by the Bihar Public Works Contracts Disputes Arbitration Tribunal, in Reference Case No. 64 of 2015, whereby the Tribunal, upon due consideration of the pleadings and materials on record, dismissed the claim of the petitioner with costs. It is contended that the impugned award is



reasoned, legal and does not warrant interference in exercise of the Writ jurisdiction of this Court.

9. It is submitted that the claim of the petitioner for payment of Rs.2,38,000/- towards alleged excess work is wholly unfounded. According to the respondents, no direction or authorization was ever issued by the competent departmental authority requiring the petitioner to execute any work beyond the scope of Agreement No.44F-2/2012-13. The petitioner has failed to produce any work order, written instruction or approval issued by the competent authority authorizing execution of the alleged additional work.

10. It is further submitted that neither any supplementary agreement was executed nor was any revised estimate sanctioned for carrying out any excess work. In absence of any such authorization, the claim for additional payment is wholly untenable.

11. The Learned counsel for the respondents further submits that the petitioner



was paid the entire contractual amount, in terms of the agreement after making statutory deductions towards Income Tax, Sales Tax and other admissible deductions. The petitioner accepted the said payment on 31.03.2013, in full and final settlement without raising any objection at the relevant point of time. It was only after more than five months, by representation dated 12.08.2013, that the petitioner raised the claim for alleged excess work. Such belated claim, according to the respondents, has rightly been rejected by the Tribunal.

12. It is further contended that the application relied upon by the petitioner, on which certain endorsements are stated to have been made by departmental officials, does not constitute any valid authorization for execution of additional work. In this regard, reliance is placed upon the earlier order passed by this Court in CWJC No.5436 of 2014, wherein it was specifically observed that there was nothing on record to show that any work order had been issued by the



competent authority authorizing the petitioner to execute any additional work and that mere endorsements on an application could not establish such authorization. The respondents submit that the findings recorded by this Court in the earlier proceedings fully support the conclusion arrived at by the Tribunal.

13. It is also submitted that the Tribunal has rightly relied upon the settled legal principles governing such disputes. Reliance has been placed on the judgment of the Hon'ble Supreme Court in ***New India Assurance Co. Ltd. v. Genus Power Infrastructure Ltd.***, reported in (2015) 2 SCC 424, wherein it has been held that once payment is accepted in full and final settlement without protest, the contractor cannot subsequently invoke arbitration or raise further claims, unless the settlement itself is shown to have been vitiated in accordance with law. According to the respondents, the petitioner, having accepted the contractual payment in full and final satisfaction without any contemporaneous protest, is estopped from



claiming any further amount.

14. On the aforesaid grounds, the Learned counsel for the respondents submits that the Tribunal has committed no error either on facts or in law while rejecting the petitioner's claim. It is, therefore, prayed that the Writ petition, being devoid of merit, be dismissed.

15. Heard the Learned counsel for the petitioner and the Learned counsel for the respondents. Perused the records.

16. At the outset, it is pertinent to notice that this is the second round of litigation. Earlier, the petitioner had approached this Court in CWJC No.5436 of 2014 claiming payment for the alleged excess work executed under Agreement No.44F-2/2012-13. While declining to entertain the Writ petition on the ground that the dispute involved disputed questions of fact, the Coordinate Bench had categorically observed that there was nothing on record to establish that any competent authority had issued a work order authorizing the petitioner to execute the alleged additional work.



The Court further held that mere endorsements made on an application submitted by the petitioner could not be treated as authorization for execution of additional work nor could they constitute the basis for directing payment. Liberty was, however, reserved to the petitioner to pursue such remedy as may be available in accordance with law.

17. Pursuant to the aforesaid liberty, the petitioner invoked the jurisdiction of the Bihar Public Works Contracts Disputes Arbitration Tribunal. A perusal of the impugned Award reveals that the Tribunal has considered the entire factual matrix as well as the observations made by this Court in the earlier Writ proceedings. The Tribunal has rightly noticed that the very material on which the petitioner founded his claim, namely the endorsements made on his application, had already been found insufficient by this Court to establish authorization for execution of additional work. In absence of any fresh or independent material demonstrating issuance of a valid work order or any supplementary agreement authorizing



execution of the alleged excess work, the Tribunal cannot be faulted for declining to grant the relief claimed by the petitioner.

18. This Court also finds substance in the reasoning assigned by the Tribunal that the petitioner has failed to establish that any competent authority had sanctioned the alleged additional work or that any revised estimate or supplementary agreement had ever been executed. It is well settled that a contractor cannot claim payment for work allegedly executed beyond the contractual scope unless, such work is duly authorized in the manner contemplated under the contract and the applicable departmental procedure. Mere assertions or unilateral claims, unsupported by any valid authorization, do not create an enforceable contractual liability upon the State.

19. Another significant circumstance noticed by the Tribunal is that the petitioner admittedly accepted payment of the contractual amount without recording any protest or objection.



The petitioner has not disputed the finding that the payment under the agreement was received in full and final settlement of the contractual dues. No material has been placed on record to demonstrate that such acceptance was under coercion, duress or undue influence. The Tribunal has, therefore, rightly relied upon the principles laid down by the Hon'ble Supreme Court in ***New India Insurance Company Ltd. v. Genus Power Infrastructure Ltd., (2015) 2 SCC 424, Union of India v. Master Construction Company, (2011) 12 SCC 349, and ONGC Mangalore Petrochemicals Ltd. v. ANS Constructions Ltd., (2018) 3 SCC 373***, wherein it has been consistently held that acceptance of payment in full and final settlement ordinarily brings the contractual dispute to an end unless the plea of coercion or undue influence is specifically pleaded and duly established.

20. It is equally well settled that while exercising jurisdiction under Articles 226 and 227 of the Constitution, this Court does not sit as an appellate authority over an arbitral award.



Interference is warranted only when the decision-making process is vitiated by patent illegality, perversity, jurisdictional error or violation of the principles of natural justice. A mere possibility of another view on appreciation of evidence would not justify exercise of the Writ jurisdiction.

21. In the present case, the Tribunal has considered the pleadings, the documentary evidence, the earlier order passed by this Court, and the applicable legal principles before recording its findings. The findings recorded by the Tribunal are based on the materials available on record and cannot be said to be arbitrary, perverse or contrary to law. The petitioner has failed to point out any jurisdictional error or patent illegality in the impugned Award warranting interference by this Court.

22. In the facts and circumstances noticed hereinabove, this Court is of the considered opinion that the impugned Award dated 16.05.2019 does not suffer from any infirmity requiring interference in exercise of the



extraordinary Writ jurisdiction of this Court. The Writ petition, being devoid of merit, deserves to be dismissed.

23. Accordingly, the writ petition is dismissed.

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

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	03.07.2026
Transmission Date	

