

IN THE HIGH COURT OF JUDICATURE AT PATNA
Letters Patent Appeal No.119 of 2025

In
Civil Writ Jurisdiction Case No.2853 of 2024

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1. The State of Bihar through the Principal Secretary, Rural Works Department, Visheshwarya Bhawan, Bailey Road, Patna.
 2. The Chief Engineer -3, Rural Works Department, Visheshwarya Bhawan, Bailey Road, Patna.
 3. The Addl. Chief Executive Officer, Rural Works Department, Visheshwarya Bhawan, Bailey Road, Patna.
 4. The Superintending Engineer, Rural Works Department, Works Circle, Darbhanga.
 5. The Executive Engineer, Rural Woks Department, Works Division, Madhubani.

... .. Appellant/s

Versus

Lal Jha Son of Mahesh Nath Jha, Resident of Mohalla Kabraghat, Darbhanga,
Police Station L.N.M.U. Campus, District Darbhanga

... .. Respondent/s

Appearance :

For the Appellant/s : Mr. Madhukar Mishra, AC to SC-16

For the Respondent/s : Mr. Kripa Nand Jha, Advocate

CORAM: HONOURABLE THE ACTING CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE RAJESH KUMAR VERMA

ORAL JUDGMENT

(Per: HONOURABLE THE ACTING CHIEF JUSTICE)

Date : 31-10-2025

The instant *intra* court appeal has been filed against the order dated 23.09.2024 in C.W.J.C. No. 2853 of 2024, whereby the learned Single Judge has been pleased to issue direction to the authorities to calculate the amount payable to the petitioner towards the maintenance for the year 2021-22 to 2022-23 as expeditiously as possible, preferably within a period



of eight weeks from the date of the receipt of the copy of the order and pay the same. It was further clarified that, in case, the amounts are not paid by the authority within the stipulated time, the petitioner would be entitled to simple interest at the rate of 8% per annum from the date of the submission of the bills till the date of actual payment to the petitioner.

2. The brief facts of the case is that pursuant to the notice inviting tender floated under the authority of the present respondent department, the petitioner had been allotted the construction and five years maintenance work of the road, namely, Champa Laxmipur and Jadaha under the Scheme New Maintenance Policy MR 3054 vide Agreement No. 90MBD/2020-21 dated 19.09.2020. The respondent-petitioners were paid the maintenance cost for the year 2023-24. However, they were not paid the maintenance cost for the year 2021-22 and 2022-23.

3. The respondent-petitioners had contented before the Writ Court that they had completed the construction work in the year 2021 itself and ought to be paid the maintenance cost for the year 2021-22 and 2022-23.

4. The learned Single Judge, after considering the facts and materials on record, observed the following in



Paragraph 5 of the impugned order:-

“5. Admittedly, as seen from the record, the petitioner was entrusted with the work of laying of the roads for the areas i.e. Jadaha Tole Road measuring length 1.130 Kilometres and Champa-laxmipur measuring length 19.750 Kilometres. The petitioner after completion of the work was entitled for maintenance of the roads for a period of five years under the said agreement. The respondents are disputing the date of completion of the work which according to the petitioner was completed on 15.06.2021, whereas the respondents are stating that the work was completed only in the year 2023. In the counter affidavit, it is stated that the works were completed only in the year 2023, however, it is to be noted that in the said counter affidavit the factum of entering into the contract in the year 2020 is not disputed and also the fact that the completion of the work was within a period of nine months from the date of the commencement of the work i.e. from 19.09.2020 has also not been disputed by the authorities. When they themselves are stating that the agreement was entered on 19.09.2020 and the works were commenced from 19.09.2020 to be completed within a period of nine months from the date of commencement of the work, the question of completing the works in the year 2023 does not arise. As rightly pointed out by the learned counsel for the petitioner, in case, the petitioner had completed the work only in the month of July 2023 as alleged by the respondents, the petitioner could have been subjected to penalty for not completing the work within the stipulated time and also black-listing. However, the same is not the



case, moreover, there is no averments in the counter affidavit to the effect that the petitioner at any point of time was given any extension of time. Further, it is to be noted that merely because the Management Information System (MIS) shows the completion of work as 15.07.2023, the same cannot be a ground for denying the payment and penalize the petitioner for the same. Further, as pointed out by the learned counsel for the petitioner the measurement book filed by the respondents themselves (Annexure 'C' to the counter affidavit annexed with the present CWJC) shows that the works were completed in the year, 2021.”

5. From perusal of records of the case, it is apparent that the concerned Department themselves have stated in their counter-affidavit that the agreement was entered into on 19.09.2020, and the work commenced from 19.09.2020. Further, it has been stated in the counter-affidavit before the Writ Court that the date of completion of work was 9 months from the date of commencement of the work. As such, the appellants have themselves stated that the work was completed within the stipulated period of time.

6. In light of the discussions made above, and the materials available on record, we find no reason to interfere in the order of the learned Single Judge.

7. The order of the learned Single Judge is



affirmed, and the appeal is, accordingly, dismissed.

8. Pending application(s), if any, shall also stand disposed of.

(Sudhir Singh, ACJ)

(Rajesh Kumar Verma, J)

Sachin/-

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