



**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.22997 of 2013**

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Ram Nandan Prasad Son Of Late Nageshwar Thakur Resident Of Village P.O.  
Damoo, P.S. Basopatti, District – Madhubani ... Petitioner  
Versus

1. The State Of Bihar
2. The Principal Secretary, Human Resources Development Department, Govt. Of Bihar, Patna
3. The Director, Primary Education, Govt. Of Bihar, Patna.
4. The Secretary, Bihar Staff Selection Commission, Veterinary College, Patna  
... Respondents

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**Appearance :**

For the Petitioner : Mr.Dronacharya, Adv.  
For the Respondents : Ms Kumari Amrita, GP X

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**CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY**  
**ORAL ORDER**

11    02-02-2024                      Heard the parties.

2. The present writ petition has been filed for the  
following relief(s) :

- (i) The petitioner be paid 12% interest per annum over an amount of Rs. 3,68,853/- from the date of final Bill till the actual payment to the petitioner.*
- (ii) Petitioner also prays that an appropriate action be taken against the respondent for not obeying the order dated 5.12.11 passed by Hon'ble Mr. Justice S.N. Hussain in C.W.J.C. No. 6532/2006.*
- (iii) The petitioner be granted Cost of legal proceeding throughout.*
- (iv) Petitioner be also granted any other relief/reliefs permissible under the facts and circumstances of the case.*





3. The case of the petitioner is that he has completed the works entrusted to him between the year 1985 to 1990 and immediately, thereafter, the petitioner has submitted the necessary bills. That the authority concerned did not make the payments of the bills due to the petitioner immediately but after several rounds made to the office of the respondents, the amounts were finally paid in the year 2011. Learned counsel for the petitioner has stated that the petitioner is entitled to interest on the delayed payments. Learned counsel for the petitioner has further stated that due to the lapses committed by the authorities the petitioner was not paid the due amounts immediately after the completion of the work, but, paid the amount after a lapse of almost 21 years. Therefore, learned counsel for the petitioner has stated that a direction may be given to the authorities to pay the interest on the delayed payment.

4. Per contra the learned counsel appearing on behalf of the respondents has vehemently opposed the very maintainability of the present Writ Petition and stated that the present Writ Petition is liable to be dismissed on the ground that there is no contract or clause in the agreement entered between the parties for making payment of any interest on the delayed payment. Learned counsel has stated that the petitioner is





bound by the terms and conditions of the agreement entered between the parties and, therefore, he cannot seek any direction from this Hon'ble Court for payment of any interest on the delayed amount. Learned counsel has, therefore, prayed this Hon'ble Court to dismiss the present Writ Petition.

5. Admittedly, in the present case the petitioner has been entrusted the works contract between the period 1985 to 1990 and he has completed the same. That after completion of the works the petitioner has submitted the bills but the amounts due to the petitioner paid immediately. The said amount were paid only in the month of December, 2011, i.e., after nearly 21 years. In the counter affidavit filed by the respondents except stating that there is no agreement or clause for making payment of interest on the delayed payment no other grounds has been raised. Further, in the supplementary counter affidavit it is stated that the representation of the petitioner was rejected on the above ground and the same was accepted by the petitioner. It is pertinent to note that whenever contracts are entered between the Government and the agencies and private contractors and after completion of works bills are raised the Government authorities are expected to act fairly and make necessary payment immediately, after due verification. In this





particular case the authorities have not denied the fact that the petitioner has completed the works in the year 1990 itself and submitted the bills, but, for the reasons best known to the authorities they have paid the amount only in the year 2011, i.e., after a lapse of nearly 21 years. The petitioner cannot be denied the payment of interest on the delayed payment solely on the ground that there is no clause in the agreement between the parties for making payment of interest on the delayed payment. Any prudent person will enter into the contract with the Government or any third party with the hope that the amounts will be paid immediately or within reasonable time on completion of the works. Even while tendering the bids or quoting the price for the works they will factor into account that some delay will occur in realizing the dues but by no stretch of imagination will a person expect that the bills will be cleared after a period of nearly 21 years. The petitioner cannot be punished for no fault of his and for the lapses committed by the authorities.

6. In view of the facts and circumstances of the present case, this Court deems it proper and fit to grant simple interest at the rate of 7% per annum on the delayed payment, i.e., from the date of submissions of the bills till the date of





making the payment, i.e., 19.12.2011. The said interest amount shall be calculated and paid to the petitioner within a period of two months from the date of receipt of a copy of the order.

7. With the above direction the Writ Petition stands **allowed** to the extent indicated.

**(A. Abhishek Reddy , J)**

Shamshad/-

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