

(2009) 09 JH CK 0030

Jharkhand High Court

Case No: W.P (PIL) No. 1672 of 2009

High Court Legal Service
Committee

APPELLANT

Vs

State of Jharkhand and Others

RESPONDENT

Date of Decision: Sept. 14, 2009

Hon'ble Judges: Gyan Sudha Mishra, C.J; Dilip kumar sinha, J

Bench: Division Bench

Advocate: Mahesh Tiwary and S.K. Agragwal, for the Appellant; M.A. Khan, for Union of India, P.K. Prasad, AG for State, Mrinal Kanti Roy and Rupesh Singh, for the Respondent

Judgement

@JUDGMENTTAG-ORDER

1. The Advocate General stated that 80% of the construction of road between Hatgamaharia and Baraiburu has been completed, for which 80% payment amounting to approximately Rs. 110 crores has been made to the contractor.
2. Mr. Rupesh Singh representing respondent No. 6, Nagrarjuna Construction Company Ltd., stated that 84.87% construction of the road aforesaid has been completed.
3. Under this circumstance, we deem it appropriate to direct the State through the Chief Engineer, Road Construction Department, to file an affidavit, certifying the construction which, as per the respondent No. 6, is complete as also the affidavit in regard to its quality, for which payment of Rs. 110 crores has already been made to the respondent No. 6 by the State Government through the Road Construction Department. The affidavit shall be sworn by the Chief Engineer, Road Construction Department personally.
4. In the meantime, the petitioner also is directed to verify the correctness of the information furnished by the State as also respondent No. 6, Nagrarjuna Construction Company Ltd., in regard to the road between Hatgamaharia and Baraiburu to the effect that 80% construction is complete.

5. In so far as construction of the road between Chaibasa and Sariakela is concerned, the counsel representing respondent No. 5, M/s. K.K. Builders Pvt. Ltd., has assured that the company would be starting repairing of the aforesaid road stretching 25 Kms. from 1st October, 2009 and completing the same by 31st January, 2010. However, as per the contract awarded to the respondent No. 5, the repairing of the road is to be completed by 30th November, 2009.

6. The authorities are at liberty to examine as to what would be the repercussion on the contract and its payment for extending the time limit for the repairing of the road. It was explained by the counsel for the respondent No. 5 that the time will have to be extended to 31st January, 2010, and although the respondent No. 5 has been awarded the contract for repairing of the road between Chaibasa and Sariakela stretching 25 Kms., the agreement has not yet been signed and therefore, the time limit will have to be extended beyond November, 2009.

7. However, we wish to express no opinion on this issue, in view of the averments made by the counsel for the respondent No. 5. But we make it clear that if the agreement is signed between the respondent No. 5 and the respondent-State, obviously repairing of the road has to be done within the period stipulated in the agreement.

8. In so far as the road between Ranchi and Chaibasa is concerned, it was stated by the Advocate General that the State is entering into correspondence with the National Highway Authority in Order to split 145 Km road between Ranchi and Chaibasa so that the tenders may be floated for constructing the road into three parts.

9. It was explained by the counsel appearing for the Union of India, Mr. Khan, that although the construction of the road is falling under the jurisdiction of the National Highway Authority, execution is to be made through the State authorities and therefore, co-ordination between the two is essential.

10. In view of this position, we direct the Advocate General for the State of Jharkhand as also the counsel for the Union of India to complete this process expeditiously and inform this Court for starting the construction of the road between Ranchi and Chaibasa, which essentially lies within the jurisdiction of the National Highway Authority, to be constructed with the assistance of the State authorities.

11. The matter be posted on 15.10.2009, on which date, up-date of this exercise be communicated to this Court.