

Pradeep Kumar Sah Vs. General Manager, South Eastern Railway and ors.

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Court : Jharkhand

Decided On : Apr-17-2008

Reported in : [2008(3)JCR576(Jhr)]

Judge : N.N. Tiwari, J.

Appellant : Pradeep Kumar Sah

Respondent : General Manager, South Eastern Railway and ors.

Judgement :

ORDER

N.N. Tiwari, J.

1. In this writ petition, the petitioner has prayed for a direction on the respondents to pay the admitted dues of the petitioner, which has been withheld by the respondents on a flimsy ground that there was some delay in supply of the goods.

2. It has been stated that the petitioner had supplied all the goods within time. The goods were received and consumed by the respondents, but the payments have not been made for a long time without any basis. Now the respondents have taken stand that the payments were withheld, as the goods were not supplied in time. It has been stated by the petitioner that if the respondents had any difficulty to accept the delivery of goods, they should have returned the same then and there and, therefore, should have no occasion for any dispute, but the respondents

having accepted the delivery of goods and consumed the same cannot now turn around and deny the payment of the said goods. It has been submitted that the petitioner is entitled to get the amount of the goods supplied with interest, as the said amount has been illegally withheld by the respondents. It has further been submitted that in similar fact, situation and matter, the controversies had been arisen between the suppliers and railway. Some of the suppliers preferred writ petitions, being W.P. (C) Nos. 2735, 2729 and 2734 of 2007. All the said writ petitions having common issue were disposed of by this Court by order dated 4th February, 2008, directing the respondents to see that the payment is made to the petitioners against their bills. It has been submitted that the petitioner's case is squarely covered by the said decision of this Court.

3. A counter affidavit has been filed on behalf of the respondents, stating, inter alia, that the amount of the delivered goods were not paid to the petitioner because of delayed supply and the petitioner is not entitled to get the amount for delayed supply of goods. The respondents, however, did not dispute the supply of goods, made by the petitioner. There is no averment in the counter affidavit that the goods supplied by the petitioner were refused or returned.

4. The instant case is squarely covered by the order of this Court dated 4th February, 2008 passed in W.P. (C) No. 2735 of 2007 and analogous cases. The said fact has not been denied by the learned Counsel for the respondents.

5. In view of the above, this writ petition is disposed of directing the respondents to make payment of the amount against the petitioner's bill within a period of four weeks from the date of receipt/production of a copy of this order.

6. If the amount is not paid within the said period, the same shall carry interest @ 9% per annum till final payment.