

IN THE HIGH COURT OF JHARKHAND AT RANCHI

Cont. Case (Civil) No. 373 of 2026

GVR-RMN (JV), T. Nagar, Chennai, through its authorized signatory namely Kondapally Venkata Rama Satya Subrahmenswara Sharma, having its office at 46A, 1st Avenue Main Road, Vettuvankeni, Injambakkam Sholinganallur Taluk, Chennai, Tamilnadu

... .. Petitioner

Versus

1. The State of Jharkhand
2 Sunil Kumar, Principal Secretary, Road Construction Department, Government of Jharkhand, Ranchi

.... .. Opp. Parties

CORAM: HON'BLE MR. JUSTICE RAJESH SHANKAR

For the Petitioner : Mr. Sumeet Gadodia, Advocate
Mr. Amritansh Vats, Advocate
Mr. Arpan Manjash Ekka, Advocate
For the O.P. No. 2 : Mr. Shray Mishra, A.C. to A.G.

Order No. 04

Dated: 12.06.2026

The present contempt petition has been filed for initiation of contempt proceeding as against the opposite party no. 2 alleging willful violation of order dated 13.02.2024 passed by this Court in W.P.(C) No. 1187 of 2018.

2. The present contempt case was earlier taken up on 01.05.2026 and on the said date, the following order was passed:-

"1. A show cause affidavit dated 30.04.2026 has been filed on behalf of the opposite party No. 2 annexing a copy of the reasoned order dated 27.04.2026 passed by the said opposite party.

2. On perusal of the said reasoned order, it appears that so far as the petitioner's claim with respect to the release of balance amount of Invoked Performance Security-BG and Retention Money-BG is concerned, the same has been rejected. As regards the second claim of the petitioner with

respect to the balance payment of IPC-63, it has been mentioned inter-alia that supervising advisor has evaluated the remaining work executed till termination of the agreement, the amount of which comes to Rs. 1399.9849116 lakhs. The said payment has, however, been made conditional.

3. It was observed in the order dated 13.02.2024 passed in W.P. (C) No. 1187 of 2018 that if any amount claimed by the petitioner was found to be refunded by the opposite party No. 2, the same was to be released in its favour within three weeks thereafter.

4. On prima-facie consideration of the decision of the opposite party No. 2 as contained in the reasoned order dated 27.04.2026 particularly with respect to the balance payment of IPC-63, it appears that the aforesaid amount has been found payable to the petitioner. The condition put with respect to the said payment is however not clear.

5. Under the said circumstance, the opposite party No. 2 is directed to file a supplementary show cause affidavit clarifying the condition which has been imposed with respect to the said payment.

6. The supplementary show cause affidavit must be filed by 09.06.2026.

7. Put up this case under the heading "For Orders" on 12.06.2026."

3. Pursuant to the said order, a supplementary show cause affidavit has been filed on behalf of the opposite party no. 2 today (12.06.2026).

4. Mr. Shray Mishra, learned A.C. to A.G. appearing on behalf of the opposite party no. 2 refers to paragraph nos. 6, 7, 8, 9, 10 and 11 of the supplementary show cause affidavit dated 12.06.2026, which read as under:

"6. That pursuant to the Hon'ble High Court order dated 01.05.2026, a Technical Committee was

constituted vide order no. 2052 (S) WE dated 15.05.2026 in order to calculate the amount which ought to have incurred in carrying out the remaining work left by the petitioner.

Copy of order no. 2052 (S) WE dated 15.05.2026 has been annexed as Annexure-1 to the said supplementary show cause affidavit.

7. That based the on technical and financial assessment, the Technical Committee submitted its report vide letter no. 596 dated 27.05.2026.

Copy of letter no. 596 dated 27.05.2026 has been annexed as Annexure-2 to the said supplementary show cause affidavit.

8. That under Clause 15.4 (c) of the Contract Agreement, the answering Department is legally entitled to recover all losses, damages and extra costs incurred in executing the balance works and rectifying defective works following the termination of the contract.

9. That the Technical Committee, upon verification, determined that the gross admissible dues of the petitioner under IPC Bill -63 stand at Rs.2,71,66,032.00, which, together with the retained money of Rs.39,03,170.00, total Rs. 3,10,69,202.00.

10. The Technical Committee observed that at the time of termination amount of balance work determined by the engineer based on prevailing rate (vide its letter no. 1280/003/RS/1857 dt. 22.02.2018) is Rs.13,99,98,491.16 which after calculation on the basis of agreement rate by the Technical Committee comes out as Rs. 10,17,40,372.66. Thus, the additional financial burden to complete the remaining work at the time of termination amounts to Rs. 3,82,58,118.50 (Rs. 13,99,98,491.16 - Rs. 10,17,40,372.66).

11. That the findings of the Technical Committee establishes that no dues are payable to the petitioner since the cost of completing the

**incomplete work and rectifying defects far exceeds
the petitioner's claim under IPC Bill -63.**

- 5.** It is thus submitted that the aforesaid order of this court has now been complied.
- 6.** As against this, Mr. Sumeet Gadodia, learned counsel for the petitioner submits that the authorities of the Department of Road Construction, Government of Jharkhand, have illegally withheld the balance amount of bank guarantee and the bill relating to IPC-63 as well as the retention amount. He further submits that the minutes of the meeting dated 27.05.2026 annexed with letter no. 596 (Anu) dated 27.05.2026 (part of the annexure -2 of the supplementary show cause affidavit dated 12.06.2026) is also illegal and arbitrary.
- 7.** Be that as it may. On perusal of the aforesaid statements made in the supplementary show cause affidavit dated 12.06.2026, this Court is of the view that no case of contempt is made out against the opposite party no. 2.
- 8.** The contempt proceeding as against the opposite party no. 2 is hereby dropped.
- 9.** The contempt petition is accordingly disposed of.
- 10.** The petitioner is however at liberty to take appropriate recourse as permissible under law for redressal of its subsisting grievance.

(Rajesh Shankar, J.)