

LOKPAL OF INDIA

**Plot No. 6, Institutional Area, Phase- II
Vasant Kunj
New Delhi - 110070**

Complaint No. : 146/2023

Date : 17th July, 2023

Coram : **Justice Pradip Kumar Mohanty**
Acting Chairperson

Justice Abhilasha Kumari
Judicial Member

Shri Dinesh Kumar Jain
Member

Smt. Archana Ramasundaram
Member

Shri Mahender Singh
Member

ORDER

The complaint is against a Chief Engineer-I, Department of Posts, Dak Bhawan, New Delhi in which the complainant has stated that he is a Contractor and was allotted work for miscellaneous civil works at RMS, Jammu under Agreement No.03/EE/C/PCD/JMU/2019-20. As per clause 25 of the said contract agreement, the complainant had submitted an application, along with claim details, to the Chief Engineer / Chairman, DRC, Department of Posts, New Delhi on 04.10.2021 to settle the claims, followed by reminder e-mails dated 10.11.2021, 24.11.2021, 25.12.2021, 05.04.2022 and 07.07.2022 to the Chief Engineer to constitute the DRC (Dispute Redressal Committee).

2. He has further stated that he submitted a Notice to appoint an Arbitrator on 25.04.2022 but the said Chief Engineer rejected his request vide letter No.25(11)2021/ARB/419 dated 28.06.2022, stating that an Arbitrator could not be appointed as the application had not been made within 120 days of final bill intimation/payment as per clause 25 of the agreement. But the complainant has informed that this condition has since been deleted.



3. The complainant has alleged that the Chief Engineer has misused his powers and is continuing to do so as he has been in the same post for the last eight years. The said public servant is alleged to have arbitrarily denied the complainant's legitimate request for appointment of an arbitrator when he was not debarred as the said condition under clause 25 of the agreement does not exist. But the same officer had shown favouritism in considering the request of another contractor for appointment of an arbitrator even after almost three years of the date of final payment and that too when the said condition under clause 25 existed in the agreement.

4. We have perused the complaint. Though the complainant has alleged corruption on the part of the Government servant concerned, no supporting evidence emerges from the complaint to lend credence to this allegation of corruption.

5. We also note that a similar complaint (No.96/2023) received from the same complainant was disposed of by the Full Bench vide Order dated 31.05.2023 as it did not appear to fall under the purview of the Lokpal and Lokayuktas Act, 2013.

6. Accordingly, the complaint stands disposed of. The complainant is at liberty to approach the appropriate forum for redressal of his grievance, if he so desires.


COURT MASTER
LOKPAL OF INDIA