

(H.A.G.)
14/9/12

IN THE HIGH COURT OF JUDICATURE AT PATNA

(CIVIL WRIT JURISDICTION)

C. W.J.C. No. _____ of 2012

KRISHNA KUMAR SINGH **Petitioner.**

Versus

The State of Bihar & Others. **Respondents.**

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SUBJECT: *Contract Matter*

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IN THE HIGH COURT OF JUDICATURE AT PATNA

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C. W.J.C. No. _____ of 2012

KRISHNA KUMAR SINGH **Petitioner.**

Versus

The State of Bihar & Others. **Respondents.**

SYNOPSIS

1. That the petitioner seeks indulgence of this Hon'ble Court on the ground i.e. -

I. To issue a writ in the nature of mandamus commanding the Respondents No. 3 & 4, to ensure payment of admitted dues amounting to Rs. 10,19,667/- (Rupees ten lakh nineteen thousand six hundred sixty seven) only in contemplation to the deed of agreement bearing Agreement No. 32 F-2/2008-09 (Annexure - 1) and the final 1st On Account Bill (Annexure - 3) prepared by the Respondent No. 4 on 25.12.2008, as the petitioner completed the work assigned to her well within time.

- II. To issue a writ in the nature of mandamus commanding the Respondent No. 3 and 4 to ensure payment of entire admitted dues as the petitioner completed the work well within time framed, but merely by saying that the fund was not made available by the Respondent No. 2, the payment is not being made to the petitioner, though the Restoration of traffic in Bajaraha Laukadhar Road/Part -3 under Task Force, Alam Nagar, Madhepura for the year 2008-09, which was completed on 25.12.2008 (Annexure - 2) and the same was duly and properly incorporated in M.B.
- III. To issue a writ in the nature of mandamus commanding the Respondents No. 2 to 4, to make payment of admitted dues forthwith, as due to non-payment the status of the petitioner is extremely pitiable and by the deliberate act of the Respondents No. 2 to 4, there is no way out to rescue the financial strain and constrain of the petitioner.
- IV. Any other relief or reliefs.

2. Annexure - 1. That in contemplation of filling
(19.12.2008) of B.O.Q an agreement was entered in
between the petitioner and the
Respondent No. 3 on 19.12.2008.
3. Annexure - 2. That the Respondent No. 3 prepared the
(25.12.2008) 1st On Account Bill amounting to
Rs. 10,19,667/- (Rupees ten lakh
nineteen thousand six hundred sixty
seven) only and sent the same before the
Treasury on 25.12.2008.

Hence, instant writ application.

285

DEPARTMENT OF POSTS,
BIHAR CIRCLE
COURT FEE
AUTH NO. 3165 DT. 16/12/2008



STAMP
00000
0000285
372403

BIHAR
JUDICIAL
12.9.2012
BIHAR

Zero*Zero*Zero*Zero*Two*Eight*Five

2601 1024806
Shri. Prakash Sharma
Advocate

IN THE HIGH COURT OF JUDICATURE AT PATNA
(CIVIL WRIT JURISDICTION)

C. W.J.C. No. _____ of 2012

In the matter of an application
under Article 226 of the
Constitution of India.

AND

In the matter of

KRISHNA KUMAR SINGH, S/o – Late Raghav Singh, resident of
Mohalla – Chitragupta Nagar, P.O + P.S. – Khagria, District -
Khagaria. **.....Petitioner.**

Versus

1. The State of Bihar.
2. The Commissioner-cum-Secretary, Public Works
Department, Government of Bihar, Patna.
3. The Executive Engineer, Public Works Department,
Madhepura, District – Madhepura.
4. The Executive Engineer (Task Force), Alam Nagar, District –
Madhepura.

5. The Junior Engineer (Task Force), Alam Nagar, District – Madhepura.
6. The Assistant Engineer (Task Force), Alam Nagar, District – Madhepura.

.....**Respondents.**

To,

The Hon'ble Ms. Rekha M. Doshit, the Hon'ble Chief Justice of the High Court of Judicature at Patna and his Companion Justices of the said Hon'ble Court.


The humble petition on behalf of the petitioner above named.

MOST RESPECTFULLY SHWETH :

1. That the petitioner seeks indulgence of this Hon'ble Court on the ground i.e. –
 - I. To issue a writ in the nature of mandamus commanding the Respondents No. 3 & 4, to ensure payment of admitted dues amounting to Rs. 10,19,667/- (Rupees ten lakh nineteen thousand six hundred sixty seven)

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only in contemplation to the deed of agreement bearing Agreement No. 32 F-2/2008-09 (Annexure - 1) and the final 1st On Account Bill (Annexure - 3) prepared by the Respondent No. 4 on 25.12.2008, as the petitioner completed the work assigned to her well within time.

- II. To issue a writ in the nature of mandamus commanding the Respondent No. 3 and 4 to ensure payment of entire admitted dues as the petitioner completed the work well within time framed, but merely by saying that the fund was not made available by the Respondent No. 2, the payment is not being made to the petitioner, though the Restoration of traffic in Bajaraha Laukadhar Road/Part -3 under Task Force, Alam Nagar, Madhepura for the year 2008-09, which was completed on 25.12.2008 (Annexure - 2) and the same was duly and properly incorporated in M.B.
- III. To issue a writ in the nature of mandamus commanding the Respondents No. 2 to 4, to make payment of admitted dues forthwith, as due to non-payment the
- 

status of the petitioner is extremely pitiable and by the deliberate act of the Respondents No. 2 to 4, there is no way out to rescue the financial strain and constrain of the petitioner.

IV. . Any other relief or reliefs.

2. That the petitioner is a citizen of India and residing under the territorial jurisdiction of this Hon'ble Court and as such having right to sue for protection of his statutory right.
 3. That it is relevant to state here that the petitioner is a Class - I Contractor.
 4. That it is relevant to state here that the Respondent No. 4 issued short term tender notice for Restoration of traffic in Restoration of traffic in Bajaraha Laukadhar Road/Part -3 under Task Force, Alam Nagar, Madhepura for the year 2008-09 on 05.12.2008 bearing Memo No. 1753 under Task Force, Alam Nagar, Madhepura.
 5. That it is relevant to state here that in contemplation to the advertisement of short term tender notice, this petitioner purchased B.O.Q. The petitioner thereafter filled B.O.Q for
- 1
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the work mentioned and known as Restoration of traffic in Bajaraha Laukadhar Road/Part -3 under Task Force, Alam Nagar, Madhepura for the year 2008-09.

6. That it is relevant to state here that the face value of work notified was known as Restoration of traffic in Bajaraha Laukadhar Road/Part -3 under Task Force, Alam Nagar, Madhepura for the year 2008-09. The face value of the said work was Rs. 12,73,571/- and the period for completion of work was scheduled in between 19.12.2008 to 25.12.2008.
7. That it is relevant to state here that in contemplation of filling of B.O.Q an agreement was entered in between the petitioner and the Respondent No. 3 on 19.12.2008. Significant to state here that in contemplation to deed of agreement was registered as Agreement No. 32 F-2/2008-09 having agreement value Rs. 12,73,571/- and the period for completion of work was seven days in 19.12.2008 to 25.12.2008.

A true typed/photocopy of the
Agreement No. 32 F-2/2008-

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09 is annexed herewith and
marked as Annexure - 1.

8. That it is relevant to state here that the work order was granted simultaneously in favour of the petitioner on 19.12.2008. It is relevant to state here that the petitioner completed the work on 25.12.2008. Furthermore, the same was checked and passed by the Respondent No. 3 on 25.12.2008.
9. That it is relevant to state here that the Respondent No. 3 prepared the 1st On Account Bill amounting to Rs. 10,19,667/- (Rupees ten lakh nineteen thousand six hundred sixty seven) only and sent the same before the Treasury on 25.12.2008.

A true typed/photocopy of the
1st On Account Bill sent to
Treasury on 25.12.2008 is
annexed herewith and marked
as Annexure-2.

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10. That it is relevant to state here that since the period of completion of work was emergent in nature, so the Respondent No. 4 accorded permission to start work on 19.12.2008. Thereafter, the petitioner started the work, in full swing & completed the work on 25.12.2008 and the same was duly incorporated in M.B. by the Respondent No. 5 & 6 on 25.12.2008, which was duly checked & passed by the Respondent No. 4 on 25.12.2008 & the Respondent No. 4 signed on memo to payment on 25.12.2008. The amount mentioned in the M.B. was Rs. 12,36,768/-.
11. That it is relevant to state here that despite of work completed by the petitioner, no payment has/have been made even till date.
12. That it is relevant to state here that despite of allocation of fund, no effort is/are being made for the payment. The petitioner approached before the Respondents No. 2 and 4 to ensure payment, but no response is being extended.
13. That it is relevant to state here that the petitioner moved pillar to post for redressal of his grievances, but all in vain.

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14. That the petitioner having no alternative or efficacious remedy than to invoke the jurisdiction of this Hon'ble Court for redressal of his grievance.
15. That the petitioner has not moved earlier before this Hon'ble Court for the relief sought for in paragraph 1 of the instant writ application.

It is therefore prayed that your lordship may graciously be pleased to admit this application, issue Rule NISI, calling upon the Respondents as to why relief sought for in paragraph 1 of the instant writ application be not granted in favour of the petitioner.

AND

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Or pass such other order or
orders as your lordship may
deem fit and proper.

AND

For this the petitioner shall ever pray.

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A F F I D A V I T

I, **Krishna Kumar Singh**, aged about 52 Years, S/o - Late Raghav Singh, resident of Mohalla - Chitragupta Nagar, P.O + P.S. - Khagria, District - Khagaria, do hereby solemnly affirm and state as follows: -

1. That I am sole petitioner in this case and am well acquainted with the facts and circumstances of this case.
2. That the contents of this petition have been read over by me which is understood and they are true to my knowledge and belief.
3. That the statement made in paragraphs 3-6, 8, 10-13 are true to my knowledge and the statements made in paragraphs 7, 9 are derived from the records of the case and rests are by way of submissions.
4. That the annexures are true typed/photo copies of their respective originals.

Krishna Kumar Singh.

Reference No. - 2008-2009
700 (2008-09) under the force with drawings for
the year 2008-2009

Schedule XLV - Form No. 51 Agency -

(1) Sh. Krishna K. Singh, Chh. Pr. K. S. Nagar
Khatwa No. 17536

Agreement No - 32 F 2/08-09

Agreement Value for Rs - 127 3571.00

BIHAR PUBLIC WORKS DEPARTMENT

Date of Start - 19.12.08

(Form No. F-2)

Date of Completion - 28.12.08

ITEM RATE TENDER AND CONTRACT FOR WORKS

C/S Approved by [Signature] - Road Circle Saharsa side U.I. No. 17536

General Rule and Direction for the Guidance of Contractors.

dt 5.12.08

1. All Works proposed for execution by contract will be notified in form of invitation to tender passed on a board paper in the office of and signed by the Sub-divisional Officer/Executive Engineer.

This notice will state the work to be carried out the items and approximate quantities thereof as well as the date for submitting and opening tenders also, amount of earnest money to be deposited and the amount of the security deposit to be deposited by the successful tenderer and the percentage if any to be deducted from bills, copies of the specifications, designs and any other documents required in connection with this submission of tender signed for the purpose of identification by the Sub-divisional Officer/Executive Engineer shall also be open for inspection by the contractor at the office of the Sub-divisional Officer/Executive Engineer during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each member thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-authorising him to do so.

3. Receipt for payments made on account of work when executed by a firm must also be signed by the several partners, except where the contractors are described in their tender as a firm in which case the receipt must be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.

4. The memorandum of work tendered or and the memorandum of materials to be supplied by the Public Works Department and their issue rates shall be filled in and completed in the Office of the Sub-divisional Officer/Executive Engineer before the tender form is issued. If a form is issued to an intending tender without having been so filled in and completed, he shall request the office to have this done before he complete and delivers his tender.

5. The amount of earnest money to be deposited will be :	Rs.
If the amount of the estimate does not exceed Rs. 2,000	50
If the amount of the estimate exceeds Rs. 2,000 but does not exceed Rs. 5,000	100
If the amount of the estimate exceed Rs. 5,000 but does not exceed Rs. 10,000	200
For each additional Rs. 5,000 or portion of Rs. 5,000 additional earnest money	100

6. Any Person who submits a tender shall fill up the usual printed form stating there at what rate he is willing to undertake each item of the work incomplete tender and tenders which propose any alteration in the work specified in the said form of invitation tenders, or which contain any other conditions of any sort, or omit to note the time within which the work can be finished, or which are not accompanied by the treasury challan for the required earnest money will be liable to rejection. No single tender shall include more than one work, but contractors who will to tender for two or more works shall submit a separate tender for each. Tender shall bear the name of the work to which they refer written outside the envelop. Cash deposits for earnest money here in before mentioned shall be made in Government Treasury and the challan there of should be enclosed with the tender.

[Signature]

7. The Engineer or his duly authorised assistant will open the tender in the presence of any intending contractors who may be present at the time and will enter the amounts of the several tenders & comparative statements in a suitable form. In the event of a tender being rejected the challan for the earnest money forwarded therewith, shall there upon be returned to the tenderer with a pay order for the amount of the earnest money.

8. The Engineer shall have the right of rejecting all or any of the tenders.

9. In the event of a tender being selected for acceptance the Engineer who opened the tenders will, if he is competent to accept the tender, inform the tenderer or the selected tender who shall thereupon sign copies of the specification & other documents mentioned in rules 1 and 4 for the purpose of identification and for his acceptance with the tender. The tender of the selected tender shall also deposit the required amount of the security money within the prescribed time. If the tenderer fails to deposit the required amount of the security money within the prescribed time, the Engineer may reject the tender.

If the Engineer is not competent to accept the tender himself, he will inform the tenderer of the tender which he decides to, recommend for acceptance. Such tenderer shall thereupon sign forth with copies of the specification and other documents mentioned in rules 1 and 4 and shall deposit the required amount of the security money within the prescribed time. The tender with the, specification and other documents signed by the tenderer will then be forwarded for acceptance and the security money deposited shall be refunded to the tenderer.

10. When a tender is selected for acceptance the tender shall deposit the required amount of the security money in cash in the treasury and shall forward the challan to the Executive Engineer, Government securities may be endorsed to the Executive Engineer lieu of a cash deposit of the required amount of the security money. No tender shall be finally accepted until the required amount of the security money has been deposited.

11. The amount of security money to be deposited by the tenderer whose tender is selected for acceptance shall be 10% of the estimated value of the work & towards this, amount the earnest money already deposited by him shall be credited. At least half of this security inclusive of the earnest money shall be deposited by the tenderer within such time as may be notified to him in writing by the officer opening tender, failing which the tender shall be liable to rejection.

Any balance of the security money outstanding after completion of the contract with the tenderer may be made up by deductions of 5% of the amount of each payment to be made to him under clause 7 of the conditions of contract for work done under the contract.

12. When a tender has been selected for acceptance & the required amount of the security money has been deposited the Engineer shall scrutinise all pages of the form of item, rate tender & contract for works to see that the form has been properly filled up and signed by the contractor & the signature witnessed. He shall then if he is competent, to accept the tender, sign the acceptance of the tender; or, if he is not so competent shall send the form for signature of the acceptance of the officer competent to accept it.

20/10/2018

अनुसूची 45 - फारम सं० 136

1st an A/c Bill

कंपनार सहिता फारम संख्या 52

टेले कोषागार सहिता नियम 41

(अन्तिम भुगतान पीले कागज पर छपे फारम पर किए जाएँ और उसका उपयोग-मध्यवर्ती भुगतानों में न किया जाय)

चलता लेखा बिल "क"

(टीकेदार के लिए - यह फारम अन्तिम भुगतान तथा भापे गये निर्माण मदे भुगतान के लिए है।)

रोकड़ बही भाउचर सं० तारीख

टीकेदार का नाम - Sh. Krishna. Kumar. Sanyal, Ashrafpur, Nagari, Baharaha.

निर्माण का नाम - Restoration of Telephone Bazaraha - Lanka Dhar road (part-3) (wall)

इस बिल की क्रम संख्या - 1st an A/c Bill

इस निर्माण के पिछले बिल की संख्या और तारीख संख्या तारीख

काररपत्र का निर्देश 32/12/2008 सं०

काम शुरू करने के लिखित आदेश की तारीख - 19/12/2008

निर्माण वस्तुतः पूरा होने की तारीख - 25/12/2008

1 किए गए निर्माण का लेखा

ऐसे निर्माण के लिए भुगतान जिसका मापन बाकी है।			निर्माण की मदे (प्राक्कलन के "उपशीर्षक" और उप निर्माण के अनुसार वर्गीकृत)	क्र. सं.	माप बही के अनुसार अबतक निष्पादित मात्रा	वास्तविक माप के आधार पर किए गए भुगतान		अभ्युक्ति (स्तम्भ 9 में दिखाए गए भुगतानों के समायोजन में हुए विलंब के कारण सहित)	
पिछले बिल के अनुसार कुल जोड़	पिछले बिल के बाद	एक कुल अबतक				अबतक	पिछले		
1	2	3	4	5	6	7	8	9	10
₹०	₹०	₹०			₹०	₹०	₹०	₹०	₹०
			(1) - Supply of material collection of 75 annamatta (6 in to 8 in long) bamboo	₹ 612	71	445	29,312	25	
			(2) - Labour for cutting, Genuin to 75 annamatta bamboo 110	₹ 09	30	270	2673	00	
			(3) - Labour for fitting and fixing split bamboo wire mesh 2/3	₹ 26	63	360	9586	80	
			(4) - Labour for fitting and fixing Genuin to 75 annamatta bamboo 110	₹ 02	65	240	492	40	
			(5) - Labour for fitting and fixing split bamboo wire mesh 2/3	₹ 13	83	3246	11,44,49	46	
			अप्रणीत				₹ 11,32,553	51	

* जहाँ स्तम्भ 9 में वास्तविक माप के आधार पर कोई प्रविष्टि की जाय वहाँ सविस्तर माप के बिना ही पहले चुकायी गई पूरी रकम को स्तम्भ 2 में से स्तम्भ 1 की रकम के बराबर की राशि घटाकर समायोजित कर लिया जाय ताकि "स्तम्भ 3" में दिखाया गया "अबतक कुल" शून्य हो जाय।

** जब प्रत्येक प्राक्कलन या उपशीर्षक के सम्बन्ध में स्तम्भ 9 में दो या दो से अधिक प्रविष्टियाँ हों, तब ऐसे निर्माण की दशा में जिसका लेखा उपशीर्षकों में बाँटकर रखा जाता है, उन प्रविष्टियों को जोड़कर योगफल स्तम्भ 10 में नडा दिया जाय, ताकि "निर्माण सार" में दर्ज किया जा सके।

ऐसे निर्माण के लिए भुगतान जिसका मापन बाकी है।			निर्माण की मंदा (प्राक्कलन के "उपशीर्षक" और उपनिर्माण के अनुसार वर्गीकृत)	श्रृंखला	रू	माप बही के अनुसार अबतक निष्पादित मात्रा	वास्तविक माप के आधार पर किए गए भुगतान		अभ्युक्ति (स्तम्भ) में दिखाए गए भुगतानों के समायोजन हुए विलंब कारण सहि	
पहले बिल के अनुसार कुल जोड़	पिछले बिल के बाद	कुल अबतक					अबतक	पिछले बिल के बाद		
1	2	3	4	5	6	7	8	9	10	
रु०	रु०	रु०			रु०	पै०	रु०	पै०	रु०	पै०
			पिछला जोड़.....			13713-	12,36,503.00	12,36,768.00		
							12,36,768.00	12,36,768.00		
	(क)	(ख)	कुल	अबतक किये जा चुके निर्माण का मूल्य (क)			Rs. 12,36,503.00			
				घटाएँ पिछले बिल में दिखाये गये निर्माण का मूल्य				12,36,768.00		
				पिछले बिल के बाद निर्माण का शुद्ध मूल्य (ख).....				Rs. 12,36,503.00		
ऑकड़ा (घ) शब्दों में रु०			ऑकड़ा (च) शब्दों में	Twelve Lacs Fifty Six thousand Five hundred and three only						

2 प्रमाण पत्र और हस्ताक्षर

- ये मापें, जिनपर लेखा 1 के स्तम्भ 4 से 9 तक की प्रविष्टियाँ आधारित हैं— श्री A.S.K. A.S.K. ने तारीख 25/12/2019 को ली है और माप बही संख्या 25 का पृष्ठ 1107 में दर्ज है
- प्रमाणित किया कि लेखा 1 के स्तम्भ 7 के अनुसार वस्तुतः निष्पादित निर्माण की मात्रा के अतिरिक्त विभिन्न मंदा के सम्बन्ध में कुल निर्माण वस्तुतः किए गए हैं, और इसका मूल्य किसी भी दशा में लेखा 3 के स्तम्भ 3 के अनुसार उन अग्रिम भुगतानों से कम नहीं है, जो ठीकदार की मु के लिए विस्तृत माप के परिणाम की प्रत्याशा में और उन परिणाम के अधीन किए जा चुके हैं। या किए जानेवाले हैं यह माप यथाशीघ्र कर ली जा

बिल तैयार करनेवाले पदाधिकारी की तारीख सहित हस्ताक्षर।

25/12/19
पक्ति, अनुमंडल पदाधिकारी
अनुमंडल
प्रमंडल

ठीकदार का तारीख सहित हस्ताक्षर

भुगतान प्रीतिकृत करनेवाले पदाधिकारी का तारीख सहित हस्ताक्षर

पक्ति.....

* इस प्रमाणपत्र पर अनुमंडल पदाधिकारी से हस्ताक्षर अवश्य करा लें। यह हस्ताक्षर तभी आवश्यक है जब बिल तैयार करनेवाला पदाधिकारी भुगतान करनेवाले पदाधिकारी से भिन्न है और ऐसी दशा में दो हस्ताक्षर आवश्यक हैं।

12,36,768

- लेखा संख्या ३ प्रविष्टि (अ) के अनुसार वस्तुतः भरे गए निर्माण का मुद्दा
- लेखा संख्या ३ प्रविष्टि (ख) के अनुसार, "अबतक कुल" आग्रह जो भविष्य में निर्माण के लिए दिख गया
- कुल (मद 1+2)
- बटाई - रोक रखी गयी रकम

निर्माण-सार के लिए आंकड़े (क) पिछले चलता लेखा बिल के अनुसार पिछले बिल से
(ख) इस बिल से

₹०	₹०		
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- शेष अर्थात् "अबतक" भुगतान (मद 3+4) "ट" की प्रविष्टि (ट) के अनुसार जो वर्ष के लेखा के साथ अग्रसारित किया जा चुका है, किए गए भुगतानों की कुल रकम
- नीचे लिखे गए ब्योरे के अनुसार भुगतान करना है

12,36,768

49,471 = By 490 Sale tax.
 28025 = By कुल (क) (ख) (ग) (घ)
 61838 = By 5% अना निर्माण या लेखा-शीर्षकों में आकलनीय रकमों की वसूली द्वारा
 77767 = By Royalty
 10,19,667 = By (घ) के द्वारा
 कुल 7ख+ग ("ज")

₹०	₹०		
49,471			
28,025			
61,838			
77,767			
10,19,667			
<u>12,36,768</u>			

कुल *Passed for payment By 10,19,667/- (Ten thousand Six hundred Sixty Seven) only* (अग्रसारित रकमों का तारीख सहित हस्ताक्षर) से भुगतान करें **।

इस निर्माण मदे उपर्युक्त सलेखा के अनुसार ₹० (.....) प्राप्त किया देशी भाषा में रकम तारीख सहित 19 ।
 * गवाह द्वारा भुगतान किया।
 कार्यपालक अभियंता
 राज्य सार्वजनिक
 वस्तुतः भुगतान करने वाले का तारीख सहित हस्ताक्षर

4 अभ्युक्ति ।

यह जगह ऐसी अभ्युक्तियों के लिए है जो संवितरण पदाधिकारी या कार्यपालक अभियंता निर्माण के निष्पादन मापों की जांच अथवा ठेकेदारों के लेखों की स्थिति के बारे में देना चाहे।

- * इस आंकड़े की जांच देखने के लिए की जाए कि यह अब 6 और 7 से मिलता तो है।
- ** यदि दी जानेवाली शुद्ध रकम 10 ₹० से कम हो तो यह चेक में शामिल नहीं की जा सकता है, उसका भुगतान नकद करें और तदनुसार इस प्रविष्टि को सुधार दें। और उस सुधार की तारीख सहित हस्ताक्षर करके प्रमाणित करें। यह मद 7 (ख) के अनुसार देय शुद्ध रकम का उल्लेख करें।
- प्राप्तकर्ता से पावती मद-7 (अर्थात् क + ख + ग) के अनुसार उसकी दी गई रकम के लिए लिखाई जाए।
- जब प्राप्तकर्ता चिह्न, मुहर या अंगूठे के निशान से पावती आंकित करे तब भुगतान का सत्यापन किसी परिचित व्यक्ति से करा लेना चाहिए।