



**IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI
(Special Original Jurisdiction)**

[3333]

MONDAY, THE TENTH DAY OF NOVEMBER
TWO THOUSAND AND TWENTY FIVE

PRESENT

THE HONOURABLE SMT JUSTICE V.SUJATHA

WRIT PETITION NO: 7336/2025

Between:

Gudiseva Nagendram

...PETITIONER

AND

The State of Andhra Pradesh and others

...RESPONDENT(S)

Counsel for the Petitioner:

1.V.N.P SAI

Counsel for the Respondent(S):

1.GP FOR IRRIGATION COMM AREA DEV

2.GP FOR FINANCE PLANNING

The Court made the following:

THE HONOURABLE SMT JUSTICE V.SUJATHA**Writ Petition No: 7336 of 2025****ORDER:**

The present writ petition came to be filed under Article 226 of the Constitution of India seeking the following relief:

“...to issue a writ, order, or direction more particularly one in the nature of WRIT OF MANDAMUS declaring the action of the respondents in not paying withheld amounts, GST amounts, Further Security Deposit (FSD) amounts and Earnest Money Deposit (EMD) amounts by Preparing of final bill of amounts for works executed by the petitioner 1) O and M - such as annual weed free maintenance on Campbell canal under the jurisdiction of vadali and korukollu sections for the year 2023-2024 under the Agreement No.25/2023-2024 Dated. 28.06.2023 with bill amount of Rs.15,00,000 and 2) O and M - Removal of Weed growth on Bandar Canal and its branches from Km.7.740 to Km.20.300 for the year 2023-2024 under the agreement No.25/2023-2024 Dated.05.09.2023 with the bill amount of Rs. 16,00,000/-as illegal, arbitrary, malafidy, against the principles of natural justice, contrary to law and in violation of Article 14, 21 and 19(g) of the Constitution of India and consequently direct the respondents to pay the withheld amounts, GST amounts. Further Security Deposit (FSD) amounts and Earnest Money Deposit (EMD) amounts by preparing final bill in respect of the above work executed by the petitioner in the interest of justice”

2. The petitioner had been awarded with contract of two works as per the agreements, by the respondents. After execution of the aforementioned contract works, the respondents issued two quality control certificates i.e., 1) dated 31.01.2025, for a sum of Rs.13,36,017.30/- and 2) dated 23.05.2025, for a sum of Rs.21,07,350/-. As the payment of the said amounts has not been

made by the respondents, the petitioner has approached this Court by way of this writ petition.

3. It is the contention of the petitioner that even though the respondents admitted that the petitioner is entitled for payment of the aforesaid sum of amount, no payment is being made. The petitioner contends that such non-payment of money is clearly arbitrary and high-handed requiring the interference of this Court.

4. This Court, in various orders, including the judgment of a learned Single Judge of this Court dated 05.10.2021 in W.P.No.10038 of 2021 and batch had taken the view that such non-payment of dues is arbitrary and that such dues need to be cleared by the respondents at the earliest.

5. On the other hand, learned Assistant Government Pleader on oral instructions, admitted the amount payable to the petitioner as per the quality control certificates, i.e., 1) dated 31.01.2025, for a sum of Rs.13,36,017.30/- and 2) dated 23.05.2025, for a sum of Rs.21,07,350/-. However, he submits that since the budget was not released by the Government, bills were not paid to the petitioner, soon after release of the budget by the Government, the bills will be paid to the petitioner.

6. Learned counsel for the petitioner agreed for payment of final bill as per the quality control certificates as stated by the learned Assistant Government Pleader.

7. In view of the facts and circumstances submitted in the affidavit, and the directions of this Court in various cases and after hearing the submissions of

learned counsel for the petitioner, this Writ Petition is disposed of with a direction to the respondents to release the admitted amounts to the petitioner in accordance with the two quality control certificates i.e., 1) dated 31.01.2025, for a sum of Rs.13,36,017.30/- and 2) dated 23.05.2025, for a sum of Rs.21,07,350/- issued by the respondents, within a period of four (4) months from the date of receipt of a copy of this order.

As far as interest component is concerned, if there is any subsisting clause in the agreement/work order envisaging payment of interest upon any amount which is due and payable, the same is binding upon both the parties.

There shall be no order as to costs. Consequently, pending miscellaneous petitions, if any, shall stand closed.

Date: 10.11.2025
CAB/SSN

JUSTICE V.SUJATHA