



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

**[3331]**

WEDNESDAY, THE 8<sup>th</sup> DAY OF JULY 2026

**PRESENT**

**THE HONOURABLE SRI JUSTICE SUBBA REDDY SATTI**

**WRIT PETITION NO: 8376/2024**

**Between:**

1.AVUTHU VINOD REDDY,, S/O. A.NARAYANA REDDY, AGED  
MAJOR OCC - CONTRACTOR, R/O. VALLABHAPURAM  
(V),KOLLIPARA (M), GUNTUR DISTRICT.,

**...PETITIONER**

**AND**

1.THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPLE  
SECRETARY, IRRIGATION DEPARTMENT, SECRETARIAT  
BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DIST.,

2.THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPLE  
SECRETARY, FINANCE AND PLANNING DEPARTMENT,  
SECRETARIAT BUILDINGS VELAGAPUDI, AMARAVATHI, GUNTUR  
DIST.,

3.THE ENGINEER IN CHIEF, IRRIGATION DEPARTMENT,  
AMARAVATHI, GUNTUR DIST.,

4.THE DISTRICT COLLECTOR, BAPATIA DIST.,

5.THE SUPERINTENDENT ENGINEER, IRRIGATION CIRCLE,  
GUNTUR, GUNTUR DIST.,

6.THE EXECUTIVE ENGINEER, DRAINAGE DIVISION, CHIRALA,  
BAPATIA DISTRICT

**...RESPONDENT(S):**

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue order or orders, direction or directions. Writ or Writs particularly one in the nature Writ of Mandamus or any appropriate writ declare the action of the respondents in not paying the bills for execution of work vide 1) Agreement No. 8 DN of 2023-24 Dt- 19-06-2023, 2) Agreement No. 9 DN of 2023-24 Dt- 19-06-2023, 3) Agreement No. 10 DN of 2023-24 Dt- 19-06-2023, 4) Agreement No. 11 DN of 2023-24 Dt- 19-06-2023,5) Agreement No. 12 DN of 2023-24 Dt- 19-06-2023,6) Agreement No. 13 DN of 2023-24 Dt- 19-06-2023, 7) Agreement No. 14 DN of 2023-24 Dt- 19-06-2023, Total seven Works amount of Rs.56,89,104/- to the petitioner with 24percent interest till to day from the date of completion of respective works as illegal, arbitrary violation of principles of natural justice and violative of Article 14,19 (i)g, 21 of the Constitution of India, consequently direct the respondents to release the bills for the above completed works immediately with 24percent interest and to pass

**IA NO: 1 OF 2024**

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased may be pleased to direct the respondents to release the amount of Rs.56,89,104/- towards payment of above final bills for the contract works under taken by the petitioner long back, pending disposal of main writ petition pending disposal of the above writ petition and to pass

**IA NO: 1 OF 2025**

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased May be pleased to file additional documents mention in the list of documents in the interested of justice and to pass

**IA NO: 2 OF 2025**

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to permitted the petitioner to file additional material papers mention in the list of QC documents in the interested of justice

**Counsel for the Petitioner:**

1.K L N SWAMY

**Counsel for the Respondent(S):**

1.GP FOR FINANCE PLANNING

2.GP FOR IRRIGATION COMM AREA DEV

**The Court made the following:**

**::ORDER ::**

The above writ petition was filed to declare the action of the respondent authorities in not releasing the amount of Rs.56,89,104/- payable to the petitioner for execution of works in pursuance of agreement Nos.8 DN/2023-24, 9 DN/2023-24, 10 DN/2023-24, 11 DN/2023-24, 12 DN/2023-24, 13 DN/2023-24 and 14 DN/2023-24, dated 19.06.2023, as illegal and arbitrary.

2. Heard Sri K.L.N.Swamy, learned counsel for the petitioner, and Sri S. Satish, the learned Assistant Government Pleader for Irrigation and Finance & Planning Department, for the respondents.

3. Learned counsel for the petitioner would submit that pursuant to the aforementioned agreements, the petitioner executed the works as per the timelines stipulated in the agreement and the same was verified by the respective authorities. However, the amount has not been paid so far.

4. Today, when the matter is taken up, Sri S. Satish, the learned Assistant Government Pleader for Irrigation and Finance & Planning Department, appearing for the respondents, submitted the written instructions furnished by

the Executive Engineer, Drainage Division, Chirala, vide Letter No.EE/DD/CRL/AB/A1/Court Case/ dated 07.07.2026, wherein it is stated that the amount payable to the petitioner in respect of the works executed pursuant to the aforementioned agreements, is Rs.54,16,980/- (Rs.7,27,011/-, Rs.6,74,941/-, Rs.7,39,453/-, Rs.7,32,346/-, Rs.8,54,094/-, Rs.8,07,570/- and Rs.8,81,565/-). However, the bills were not uploaded due to the non-availability of sufficient budget under the Head of Account of O & M.

5. Learned Assistant Government Pleader submitted that the petitioner is not entitled to interest. He placed reliance on the order, dated 11.02.2025, in W.A.No.60 of 2025 passed by the Division Bench of this Court.

6. Learned counsel for the petitioner endorses the amount mentioned in the instructions. Learned counsel undertakes to pay the deficit court fee within one week and file a memo to that effect. The same is recorded.

7. Thus, as seen from the instructions of the Executive Engineer, Drainage Division, Chirala, there is no dispute regarding the execution of work and the petitioner's entitlement to the aforementioned amount. Since the amount payable is admitted and undisputed, the writ petition is maintainable. In ***M/s Utkal Highways Engineers and Contractors v. Chief General Manager & Ors***<sup>1</sup>, it was held at Para No.8 as under:

*“Be that as it may, the High court has not dealt with the merits of the writ petition. Moreover, it is not an inviolable rule that no money claim can be adjudicated upon in exercise of writ jurisdiction. Non-payment of admitted dues, inter alia, may be considered an arbitrary action on the part of respondents and for claiming the same, a writ petition may lie. Further, throwing a writ petition on ground of availability of alternative remedy after 10 years, particularly, when parties have exchanged their affidavits, is not the correct course unless there are disputed questions of fact*

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<sup>1</sup> 2025 SCC online SC 1400

*which by their very nature cannot be adjudicated upon without recording formal evidence.”.*

8. Given the instructions of the Executive Engineer, Drainage Division, Chirala, the Writ Petition is disposed of, directing the respondents to release an amount of Rs.54,16,980/- (Rupees Fifty Four Lakhs Sixteen Thousand Nine Hundred and Eighty only) payable to the petitioner regarding execution of the works pursuant to the aforementioned agreements, subject to deductions, if any, within three (03) months from the receipt of the copy of this order. Insofar as the interest component is concerned, the petitioner is at liberty to approach the civil court or appropriate forum, given the directions in W.A.No.60 of 2025. No order as to costs.

As a sequel, pending miscellaneous petitions, if any, shall stand closed.

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**JUSTICE SUBBA REDDY SATTI**

Date: 08.07.2026  
IKN

**Whether the order is :**

Speaking Yes/No / Recorded Yes/No

Reportable Yes/No / Non-Reportable Yes/No

**THE HONOURABLE SRI JUSTICE SUBBA REDDY SATTI**

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Date: 08.07.2026  
IKN