



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

[3504]

FRIDAY, THE TWENTY FOURTH DAY OF APRIL
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE SRI JUSTICE MAHESWARA RAO KUNCHEAM

WRIT PETITION NO: 11131/2026

Between:

1.D RAMACHANDRA, S/O. PEDDA THIMMAPPA, AGED 55 YEARS,
OCC. CLASS-1 CIVIL CONTRACTOR, R/O. DOOR NO.17/1147-B,
RAJENDRANAGAR, GUNTAKAL, SRI SATHYA SAI DISTRICT
(EARLIER ANANTHAPURAMU DISTRICT).

...PETITIONER

AND

1.THE STATE OF ANDHRA PRADESH, REPRESENTED BY ITS
PRINCIPAL SECRETARY, HOUSING DEPARTMENT, SECRETARIAT,
VELAGAPUDI, GUNTUR DISTRICT.

2.THE ANDHRA PRADESH STATE HOUSING CORPORATION LIMITED
APSHCL, REPRESENTED BY ITS MANAGING DIRECTOR, 2ND
FLOOR, SP'S RIVER VIEW BUILDING, TADEPALLI, GUNTUR
DISTRICT, ANDHRA PRADESH.

3.THE SUPERINTENDING ENGINEER DWPC, APSHCL,
VIJAYAWADA, KRISHNA DISTRICT.

4.THE EXECUTIVE ENGINEER CONST, APSHCL LIMITED,
ANANTHAPURAM/SRI SATHYA SAI DISTRICT SRI SATHYA SAI
DISTRICT, ANDHRA PRADESH.

5.THE DISTRICT COLLECTOR, SRI SATHYA SAI DISTRICT, (EARLIER
ANANTHAPURAM DISTRICT).

6.THE PRINCIPAL SECRETARY, FINANCE AND PLANNING
DEPARTMENT, SECRETARIAT, VELAGAPUDI, GUNTUR 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 Writ, Order or Direction, more particularly one in the nature of Writ of Mandamus, declaring the action of the respondents in not releasing the CC.1st and Part Bill amount of Rs.54,05,390/- to the petitioner for the work executed by him in pursuance of Agreement entered into with the 3rd respondent vide Agreement No.42/SE/APSFICL/G untakal (SAAP)/ATP/2017-18 dated 29.01.2018 as illegal, arbitrary, violative' of principles of natural justice and unconstitutional and consequently direct the respondents to release the bill amount of Rs.54,05,390/- along with interest to the petitioner, and to pass

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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 to direct the respondents to release the CC.1st & Part Bill amount of Rs.54,05,390/- along with interest to the petitioner for the work executed by him in pursuance of the Agreement dated 29.01.2018 entered into the with the 3rd respondent, pending disposal of the main writ petition, and pass

Counsel for the Petitioner:

1. RAMESH BABU TALLURI

Counsel for the Respondent(S):

1. GP FOR HOUSING

2. GP FOR FINANCE PLANNING

The Court made the following:

THE HONOURABLE SRI JUSTICE MAHESWARA RAO KUNCHEAM**WRIT PETITION NO: 11131 of 2026****ORDER:-**

The instant writ petition has been filed by the petitioner under Article 226 of Constitution of India seeking the following main prayer:

“....to issue Writ, Order or Direction, more particularly one in the nature of Writ of Mandamus, declaring the action of the respondents in not releasing the CC.1st and Part Bill amount of Rs.54,05,390/- to the petitioner for the work executed by him in pursuance of Agreement entered into with the 3rd respondent vide Agreement No.42/SE/APSFICL/G untakal (SAAP)/ATP/ 2017-18 dated 29.01.2018 as illegal, arbitrary, violative of principles of natural justice and unconstitutional and consequently direct the respondents to release the bill amount of Rs.54,05,390/- along with interest to the petitioner, and to pass....”

2. The sum and substance of the writ petition is that the petitioner challenged the inaction of the respondents in not releasing the amounts even after completion of the entire works entrusted to him.

3. Heard learned counsel for the petitioner and Sri K.Mallikarjuna Murthy, learned Standing Counsel for A.P. Housing Corporation appearing for respondent No.2.

4. Learned counsel for the petitioner, while reiterating the averments made in the writ affidavit, submits that in view of the non-release of the admitted amounts, the petitioner is facing multifarious problems, physically and fiscally. Hence, he submits that the release of the amounts is just and essential.

5. On the other hand, learned Standing Counsel for the respondent Corporation, places a copy of the written instructions dated 23.04.2026 issued by the concerned authority of the Corporation and submits that six months' time may be granted for paying the admitted amount of Rs.54,05,390/- to the petitioner.

6. Since it is not in dispute that the petitioner completed the works and has yet to receive payment, this Court finds the respondents' failure to pay is unjustified. However, taking into consideration of the ground realities to settle the admitted amounts, the respondents are granted rational time to settle the dues.

7. Recently the Hon'ble Supreme Court of India held in ***Utkal Highways Engineers and Contractor Vs Chief General Manager and Others***¹, in vivid terms categorically in the following manner.

“8. 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.....”

8. It is apt to note that a mere financial incapacity/poor financial conditions, as stated by the respondent Corporation, for non-releasing of amounts after utilising the services of the petitioner, cannot be a ground.

¹ (2025) SCC OnLine SC 1400

9. In view of the above stated legal position, the respondent Corporation, being the instrumentality of the 'State' within the meaning of Article 12 of the Constitution of India, is bound to release the amount for the undisputed works done by the petitioner, without any further delay. A mere financial incapacity or paucity of funds cannot be a valid defence for non-fulfilment of such statutory obligations, more particularly, when the works executed by the petitioner are admitted by the respondent Corporation.

10. So far as the interest portion is concerned, the Hon'ble Division Bench of this Court in the case of ***Managing Director & Ors. Vs. Sree Balaji Constructions & Ors.*** (Writ Appeal No.60 of 2025) held that the award of interest on delayed payments was unsustainable in the absence of specific terms and conditions of the relevant agreement between the parties, but in the instant case, the learned counsel for the petitioner has not touched on the said point. However, the Hon'ble Division Bench in similar circumstances made it clear that the parties are at liberty to pursue their claims before an appropriate forum in accordance with the Law.

11. In the light of the above legal position, coupled with the fact that the liability for the undisputed works was admitted by the respondents, the writ petition is disposed of with a direction to the respondents to release the amount payable to the petitioner, within a period of six (06) months, from the date of receipt of copy of this order. It is needless to say that the petitioner is at liberty to approach the appropriate civil court with regard to interest, if so advised.

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

Date: 24.04.2026
RMR

JUSTICE MAHESWARA RAO KUNCHEAM

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THE HON'BLE SRI JUSTICE MAHESWARA RAO KUNCHEAM

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Date: 24.04.2026

RMR