



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

[3233]

FRIDAY ,THE TWENTY FIRST DAY OF JUNE
TWO THOUSAND AND TWENTY FOUR

PRESENT

THE HONOURABLE SRI JUSTICE B KRISHNA MOHAN

WRIT PETITION NO: 12584/2024

Between:

Datta Sai Constructions

...PETITIONER

AND

The State Of Ap and Others

...RESPONDENT(S)

Counsel for the Petitioner:

1.PITHANI CHANDRA SEKHARA REDDY

Counsel for the Respondent(S):

1.GP FOR SOCIAL WELFARE

The Court made the following:

Heard the learned counsel for the petitioner.

The learned Government Pleader for Social Welfare takes notice for the respondent Nos.1 to 8.

The learned counsel for the petitioner is permitted to take out personal notice to the 9th respondent and proof of service shall be filed within a period of three (03) weeks from today.

This writ petition is filed questioning the proceedings of the 5th respondent in terminating the Circle Agreement No.10/2022-23/DB dated

14.11.2022 of the Ex-Officio Superintending Engineer, Tribal Welfare, Parvathipuram for the work "Construction of new infrastructure to conversion Tribal Welfare boys Hostel to Tribal Welfare Ashram School Boys at Mondemkhallu Village in Kurupam Mandal of Parvathipuram Manyam District with an estimated cost of Rs.1000.00 lakhs" concluded with the Firm as per clause 27.2, 27.3 and 55.2 (f) of the agreement duly forfeiting all the deposits and other debts payable to the Firm.

The learned counsel for the petitioner submits that the petitioner executed the work as per the agreement conditions in respect of construction of new infrastructure to convert the Tribal Welfare Boys Hostel to Tribal Welfare Ashram School Boys at Mondemkhallu Village in Kurupam Mandal of Parvathipuram Manyam District. Even then, the petitioner was served with the notice dated 24.04.2024 by the 6th respondent alleging that as per the agreement the work should have been completed on or before 13.05.2024 and as it was not executed as per the Mile Stones stipulated in the agreement the petitioner was asked to speed up the work progress immediately and complete the work within the agreement time. For which, the petitioner gave reply to the 6th respondent on 02.05.2024 explaining the details of execution of the work. Without referring to the same, the 5th respondent again issued another notice dated 01.05.2024 to the petitioner requesting it to resume the work to show the progress of the work as per the agreement time by completing the same. For which also the petitioner gave reply dated 04.05.2024 to the 5th respondent. Having not satisfied with the same, again the 5th respondent issued another notice on 10.05.2024 finally requesting the petitioner to resume the work and complete the same. For that also the petitioner gave reply dated 17.05.2024 to the 5th respondent.

But surprisingly, *vide* proceedings dated 03.06.2024, the 5th respondent terminated the above said agreement of the petitioner as stated above in the impugned proceedings dated 03.06.2024 without considering the replies submitted by the petitioner as stated above. In view of the above said

impugned proceedings now that the respondent authorities are trying to invoke the Bank guarantee furnished by the petitioner earlier.

In view of the above said facts and circumstances, there shall be an order of stay of all further proceedings pursuant to the impugned proceedings of the 5th respondent dated 03.06.2024 for a period of eight (08) weeks from today.

List on 02.08.2024.

In the meanwhile, the official respondents shall file their counters.

JUSTICE B KRISHNA MOHAN

21.06.2024

PGT