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APHC010466602024



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

[3329]

WEDNESDAY, THE SIXTH DAY OF AUGUST
TWO THOUSAND AND TWENTY FIVE

PRESENT

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

WRIT PETITION NO: 24155/2024

Between:

1.M/S. VENKATA GEETA NANDINI CONSTRUCTIONS, D.
NO. 1-71-8, THIPPAYAPALEM VILLAGE MARKAPUR
MANDAL, PRAKASMA DISTRICT REP BY ITS
MANAGING PARTNER MR. B. V. RAMANA REDDY

...PETITIONER

AND

1.THE STATE OF ANDHRA PRADESH, REP. BY ITS
PRINCIPAL SECRETARY TO GOVERNMENT, HOUSING
DEPARTMENT SECRETARIAT, VELAGAPUDI,
AMARAVATI, GUNTUR DISTRICT.

2.THE STATE OF ANDHRA PRADESH, REP. BY ITS
PRINCIPAL SECRETARY, FINANCE AND PLANNING
DEPARTMENT SECRETARIAT, VELAGAPUDI,
AMARAVATI, GUNTUR DISTRICT

3.THE ANDHRA PRADESH STATE HOUSING
CORPORATION LIMITED, PLOT NO - 11 AND 12 BEHIND
BSNL TELEPHONE EXCHANGE AUTO NAGAR,
VIJAYAWADA REPRESENTED BY ITS MANAGING
DIRECTOR

4.THE PROJECT DIRECTOR, HOUSING CUM DISTRICT
HEAD HOUSING ONGOLE, PRAKASAM DISTRICT

5.THE DISTRICT COLLECTOR, PRAKASAM DISTRICT AT
ONGOLE

6.THE EXECUTIVE ENGINEER, P.R. DIVISION
MARKAPUR, MARKAPUR, PRAKASAM 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 an order, writ or direction, more particularly one in the nature of Writ of MANDAMUS declaring the action of the respondents in not paying bill amount to the petitioner towards the execution of work i.e Approach road to YSR Gagananna Housing Colony of Trupuranthakam-I and II, Tripurantakam Village and Mandal for an amount of Rs. 11,57,757/- as illegal, arbitrary, irresponsible, against to the principles of natural justice, apart from being violation of Article 21 of the Constitution of India and consequently direct the respondents to pay the same along with interest to the petitioner in the interest of justice and to pass

IA NO: 1 OF 2024

Counsel for the Petitioner:

1.KAMBHAMPATI RAMESH BABU

Counsel for the Respondent(S):

1.GP FOR PANCHAYAT RAJ RURAL DEV

2.GP FOR HOUSING

3.GP FOR FINANCE PLANNING

THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

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This Court made the following

ORDER:

The petitioner had been awarded the contract of work(s) under the subject scheme in Prakasam District. After execution of the said contract, a final bill was prepared for a sum of Rs.11,57,757/- as per the sanctioned orders. As the payment of the said amount has not been made by the respondents, the petitioner has approached this Court by way of this writ petition.

2. It is the contention of the petitioner that even though the respondents admitted that the petitioner is entitled for payment of Rs.10,12,240/- 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.

3. 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.

4. On the other hand, learned Government Pleader placed on record written instructions submitted by the Executive Engineer, PR Division, Markapur, dated 06.08.2025, wherein, it is admitted that the petitioner is entitled for an amount of Rs.10,12,240/-. It is further stated that uploading of bills to the PAO is under progress. Soon after the bills were uploaded, the bill amount entitled by the petitioner will be paid to the petitioner.

5. 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 amount of Rs.10,12,240/- to the petitioner.

6. As far as interest component is concerned, if there is any subsisting clause in the agreement/work order envisaging payment or non-payment of interest upon any amount which is due and payable, the same is binding upon both the parties. In the absence of any clause with regard to interest component in the agreement, the respondents are directed to release the amount along with the interest @ 6% per annum on delayed payment, in view of the judgment of the Hon'ble Division Bench of

this Court in Writ Appeal No.724 of 2021 and batch dated 12.10.2023 if not paid, within a period of three (03) months from the date of receipt of a copy of this order. It would also be open to the petitioner to agitate its claim for higher rate of interest and due amount, if any payable by the respondents, in an appropriate forum. There shall be no order as to costs.

Consequently, Miscellaneous Petitions, if any, pending in this Writ Petition shall stand closed.

VENKATESWARLU NIMMAGADDA,J

06.08.2025
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THE HONOURABLE SRI JUSTICE VENKATESWARLU NIMMAGADDA

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06.08.2025

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