



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

[3504]

WEDNESDAY, THE TWENTY NINTH DAY OF APRIL
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE SRI JUSTICE MAHESWARA RAO KUNCHEAM

WRIT PETITION NO: 27323/2025

Between:

1.M/S. SRI VISHNU SRI RAM CONSTRUCTIONS, REP. BY ITS
MANAGING PARTNER, V. DASARADHA RAMIREDDY, S/O.
RAMAMOHAN REDDY, AGED ABOUT 62 YEARS, D.NO.4-1-735-1,
7TH STREET, ANJANEYA NAGAR, BADVEL VILLAGE AND MANDAL,
YSR KADAPA DISTRICT

...PETITIONER

AND

- 1.THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL
SECRETARY, HIGHER EDUCATION (TE) DEPARTMENT, A.P.
SECRETARIAT, VELAGAPUDI, AMARAVATI, GUNTUR DISTRICT
- 2.ANDHRA PRADESH EDUCATION AND WELFARE
INFRASTRUCTURE DEVELOPMENT CORPORATION APEWIDC,
REP. BY ITS MANAGING DIRECTOR, GUNTUR DISTRICT
- 3.THE DISTRICT COLLECTOR, BAPATLA DISTRICT (ERSTWHILE
GUNTUR DISTRICT)
- 4.THE CHIEF ENGINEER, APEWIDC, VIJAYAWADA, NTR DISTRICT
- 5.THE EXECUTIVE ENGINEER, APEWIDC, BAPATLA, GUNTUR
DISTRICT
- 6.THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL
SECRETARY DEPARTMENT OF FINANCE AND PLANNING,
SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, 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 an appropriate Writ, order or direction mostly one which is in the nature of a Writ of Mandamus declaring the inaction of the Respondents in making payment of Final Bill for an amount of Rs. 1,94,35,177/- for Construction of Government Polytechnic Building at Repalle Village and Mandal in Guntur District under NABARD - XXIV in pursuance of Agreement No. 16/CE/APEWIDCA/JA/2021-2022 dated 16-06-2021 as illegal, irregular, arbitrary, unjustified, unconstitutional and unsustainable and consequently direct the Respondents to release and pay Final Bill for an amount of Rs.1,94,35,177/- for Construction of Government Polytechnic Building at Repalle Village and Mandal in Guntur District under NABARD - XXIV in pursuance of Agreement No.16/CE/APEWIDC/VJA/2021-2022 dated 16-06-2021 to the Petitioner

Counsel for the Petitioner:

- 1.SODUM ANVESHA

Counsel for the Respondent(S):

- 1.GP FOR HIGHER EDUCATION
- 2.V CH NAIDU
- 3.GP FOR FINANCE PLANNING

The Court made the following:

HONOURABLE SRI JUSTICE MAHESWARA RAO KUNCHEAM

WRIT PETITION NO.27323/2025

ORDER:

This Writ Petition under Article 226 of the Constitution of India is filed seeking the following main relief:

“declaring the inaction of the Respondents in making payment of Final Bill for an amount of Rs. 1,94,35,177/- for Construction of Government Polytechnic Building at Repalle Village and Mandal in Guntur District under NABARD - XXIV in pursuance of Agreement No. 16/CE/APEWIDCA/JA/2021-2022 dated 16-06-2021 as illegal, irregular, arbitrary, unjustified, unconstitutional and unsustainable and consequently direct the Respondents to release and pay Final Bill for an amount of Rs.1,94,35,177/- for Construction of Government Polytechnic Building at Repalle Village and Mandal in Guntur District under NABARD - XXIV in pursuance of Agreement No.16/CE/APEWIDC/VJA/2021-2022 dated 16-06- 2021 to the Petitioner”

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, learned Assistant Government Pleader for Finance & Planning and Sri L. Radha Krishna, learned counsel representing Sri V.Ch.Naidu, learned Standing Counsel for the respondent Corporation.
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 counsel for the respondent Corporation, places a copy of the written instructions dated 07.03.2026 issued by the concerned Corporation authority and submits that eight months time may be granted for paying the admitted amount of Rs.1,94,35,177/-(Rupees One Crore Ninety Four Lakhs Thirty Five Thousand One Hundred and Seventy Seven Only) to the petitioner.

6. Since it is not in dispute that the petitioner completed the works and has yet to receive payment, as evident from the written instructions dated 07.03.2026 of the concerned respondent Corporation authority, 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 in ***Utkal Highways Engineers and Contractor Vs Chief General Manager and Others***¹, vividly held 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.....”

¹ (2025) SCC Online SC 1400

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 getting the services of the petitioner, cannot be a ground.

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, after getting the works from the petitioner.

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 in respect of the interest portion 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 of Rs.1,94,35,177/-(Rupees One Crore Ninety Four

Lakhs Thirty Five Thousand One Hundred and Seventy Seven Only) payable to the petitioner, within a period of eight (8) months, from the date of receipt of copy of this order.

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

Date: 29.04.2026
GVK

MAHESWARA RAO KUNCHEAM, J

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THE HON'BLE SRI JUSTICE MAHESWARA RAO KUNCHEAM

WRIT PETITION No.27323 of 2025

Date: 29.04.2026

GVK