



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

[3333]

WEDNESDAY, THE TENTH DAY OF DECEMBER
TWO THOUSAND AND TWENTY FIVE

PRESENT

THE HONOURABLE SMT JUSTICE V.SUJATHA

WRIT PETITION NO: 27550/2025

Between:

- 1.NADIMPALLI VENKATARAJU, S/O. SATYA NARAYANA RAJU OCC
CONTRACTOR, R/O D.NO 1 - 78, RYALLI ROAD, UBALANKA (V),
RAVULAPALEM (M), DR. BR AMBEDKAR KONASEEMA DISTRICT
- 2.A.N.V RAMARAO, S/O. CHINA NAGESWARA RAO, OCC
CONTRACTOR, R/O. D.NO 26 - 9 -18, MEKAVARI STREET,
BALUSUMUDI, BHIMAVARAM - 2 WEST GODAVARI DISTRICT

...PETITIONER(S)

AND

- 1.THE STATE OF AP THE STATE OF AP, REP. BY ITS PRINCIPAL
SECRETARY, IRRIGATION AND WATER RESOURCES
DEPARTMENT, SECRETARIAT BUILDINGS, VELAGAPUDI,
AMARAVATHI, GUNTUR DIST.,
- 2.THE PRINCIPAL SECRETARY, FINANCE AND PLANNING
DEPARTMENT, THE GOVERNMENT OF ANDHRA PRADESH 2ND
BLOCK, FLOOR. ROOM NO.287, SECRETARIAT BUILDINGS,
VELAGAPUDI, GUNTUR DIST.,
- 3.THE ENGINEER IN CHIEF IRRIGATION AND WATER RESOURCES
DEPARTMENT, AMARAVATHI, GUNTUR DIST.,
- 4.THE DISTRICT COLLECTOR, WEST GODAVARI DISTRICT AT
BHIMAVARAM
- 5.THE SUPERINTENDENT ENGINEER, IRRIGATION AND WATER
RESOURCES DEPARTMENT, VIJAYAWADA
- 6.THE EXECUTIVE ENGINEER, IRRIGATION AND WATER
RESOURCES DEPARTMENT, GODAVARI WEST DIVISION,

NIDADAVOLE, WEST GODAVARI 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 a Writ, Order or direction more particularly one in the nature of writ of Mandamus by declaring the action of the Respondents in not paying the admitted bill amounts payable to the Petitioners vide Agreement No. 3/2023-24 dt.may be 31.05.2023, Agreement No. 1/2024-25 dt 26.06.2024, Agreement No. 91/2024-25 dt 24.09.2024, Agreement No. 90/2024-25 dt 24.09.2024, Agreement 10.07.2024, Agreement No. 22/2024-25 No. 21/2024-25 dt 10.07.2024 and Agreement No. 129/2022-23, dt 09.03.2023 for the respective works in the respective places at the Godavari west division, Nidadavole for the years 2022 - 23, 2023 - 24, 2024 - 25 as applicable for the works, for the amount payable of Rs. 39,05,133/- as illegal, arbitrary and in violation of Articles 14, 19 (i) (g), 21, 300 - A of the Constitution of India and consequently direct the respondents to release the bills for the subject completed works immediately with 6 percentage interest as held by the Hon'ble Divisional Bench of the High Court of Andhra Pradesh vide Writ Appeal No 724 / 2021, 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 to direct the respondents to release the amount of Rs. 39,05,133/- towards the payment of the final bills of the contract works (subject matter of this Writ Petition) undertaken by the petitioner, pending disposal of the above writ petition and to pass.

Counsel for the Petitioner(S):

1.MSVS SUDHA RANI

Counsel for the Respondent(S):

1.GP FOR IRRI AND CAD

2.GP FOR FINANCE PLANNING

The Court made the following:

ORDER:

The present writ petition came to be filed under Article 226 of the Constitution of India seeking the following relief:

“...to issue a Writ, Order or direction more particularly one in the nature of writ of Mandamus by declaring the action of the Respondents in not paying the admitted bill amounts payable to the Petitioners vide Agreement No. 3/2023-24 dt.31.05.2023, Agreement No.1/2024-25 dt:26.06.2024, Agreement No. 91/2024-25 dt:24.09.2024, Agreement No.90/2024-25 dt: 24.09.2024, Agreement No.21/2024-25 dt:10.07.2024, Agreement No. 22/2024-25 dt:10.07.2024 and Agreement No. 129/2022-23, dt:09.03.2023 for the respective works in the respective places at the Godavari west division, Nidadavole for the years 2022 - 23, 2023 - 24, 2024 - 25 as applicable for the works, for the amount payable of Rs.39,05,133/- as illegal, arbitrary and in violation of Articles 14, 19 (i) (g), 21, 300 - A of the Constitution of India and consequently direct the respondents to release the bills for the subject completed works immediately with 6% interest as held by the Hon'ble Divisional Bench of the High Court of Andhra Pradesh vide Writ Appeal No 724 / 2021,....”

2. The petitioner had been awarded the contract of works vide Agreement No.3/2023-24, 1, 91, 90, 21 and 22/2024-25, and 129/2022-23 for the respective works in the respective places at the Godavari west division, Nidadavole for the years 2022-23, 2023-24 and 2024-25 for final bills amount of Rs.39,05,133/- by the respondents. After execution of the aforementioned contract works, the respondents issued seven quality control certificates i.e., 1. dated 30.12.2024 for a sum of Rs.3,68,957/-, 2. dated 20.09.2025 for a sum of Rs.3,55,360/-, 3. for a sum of Rs.1,86,966/-, 4. dated 18.08.2025 for a sum of Rs.11,84,822/-, 5. dated 10.09.2025 for a sum of Rs.2,46,471/-,

6. dated 11.09.2025 for a sum of Rs.5,10,639/- and 7. for a sum of Rs.2,28,665/-. 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.

3. It is the contention of the petitioner that even though the respondents admitted that the petitioner is entitled for payment of the aforesaid sum of amount, 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.

4. 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.

5. Learned Assistant Government Pleader on oral instructions, submits that the admitted amount payable to the petitioner as per the seven quality control certificates i.e., 1. dated 30.12.2024 for a sum of Rs.3,68,957/-, 2. dated 20.09.2025 for a sum of Rs.3,55,360/-, 3. for a sum of Rs.1,86,966/-, 4. dated 18.08.2025 for a sum of Rs.11,84,822/-, 5. dated 10.09.2025 for a sum of Rs.2,46,471/-, 6. dated 11.09.2025 for a sum of Rs.5,10,639/- and 7. for a sum of Rs.2,28,665/-. He further submits that since the budget was not released by the Government, the bills were not paid to the petitioner. Soon after release of the budget by the Government, the bills will be paid to the petitioner.

6. Though the petitioner claims to be entitled to Rs.39,05,133/-, the learned counsel for the petitioner has admitted that the writ petition may be disposed of based on the quality control certificates issued by the respondents.

7. In view of the facts and circumstances of the case, 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 amounts to the petitioner in accordance with the seven quality control certificates i.e., 1. dated 30.12.2024 for a sum of Rs.3,68,957/-, 2. dated 20.09.2025 for a sum of Rs.3,55,360/-, 3. for a sum of Rs.1,86,966/-, 4. dated 18.08.2025 for a sum of Rs.11,84,822/-, 5. dated 10.09.2025 for a sum of Rs.2,46,471/-, 6. dated 11.09.2025 for a sum of Rs.5,10,639/- and 7. for a sum of Rs.2,28,665/- issued by the respondents, within a period of four (04) months from the date of receipt of a copy of this order.

As far as interest component is concerned, if there is any subsisting clause in the agreement/work order envisaging payment of interest upon any amount which is due and payable, the same is binding upon both the parties. There shall be no order as to costs.

Consequently, Miscellaneous Petitions, if any, pending shall stand closed.

JUSTICE V.SUJATHA