



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

[3333]

**TUESDAY, THE NINTH DAY OF DECEMBER
TWO THOUSAND AND TWENTY FIVE**

PRESENT

THE HONOURABLE SMT JUSTICE V.SUJATHA

WRIT PETITION NO: 28049/2024

Between:

1.VENU NARAPU REDDY, S/O. NARASA REDDY, AGE 33 YEARS,
R/O. SANDRAPALLI (V), GOPAVARAM(M) YSR DISTRICT.

...PETITIONER

AND

1.THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL
SECRETARY, IRRIGATION DEPARTMENT, A.P. SECRETARIAT
BUILDING, VELAGAPUDI, AMARAVATHI.

2.THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL
SECRETARY, FINANCE DEPARTMENT, A.P. SECRETARIAT
BUILDING, VELAGAPUDI, AMARAVATHI.

3.THE DISTRICT COLLECTOR, KADAPA, YSR DISTRICT.

4.THE CHIEF ENGINEER, MINOR IRRIGATION DEPARTMENT,
KADAPA, YSR DISTRICT.

5.THE SUPERINTENDING ENGINEER IRRIGATION CIRCLE,
IRRIGATION CIRCLE, KADAPA, YSR DISTRICT.

6.THE EXECUTIVE ENGINEER W R DEPT, KADAPA DIVISION,
KADAPA, YSR 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 more particularly one in

the nature of Writ of Mandamus declaring the action of the respondents in not releasing the bill amount for the contract work executed by the petitioner for providing Flood Damage Repair - Temporary Restoration of Sandrapalli Tank near Sandrapalli (V) in Gopavaram (M) of YSR District' through Agreement no /2020-21 dated. 20.11.2020 for an amount of Rs. 11,30,533/- with 18percent per annum interest is illegal, arbitrary and contrary to law, violation of principles of natural justice and consequently direct the respondent authorities to release an amount of Rs. 11,30,533/- with interest at 18percent per annum for the contract works executed by the petitioner for providing 'Flood Damage Repair - Temporary Restoration of Sandrapalli Tank near Sandrapalli (V) in Gopavaram (M) of YSR District' through Agreement No/2020-21 dated. 20.11.2020 for an amount of Rs. 11,30,533/- and to pass

IA NO: 1 OF 2024

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 respondent authorities to release an amount of Rs. 11,30,533/- with interest at 18% per annum for the contract works executed by the petitioner for providing "Flood Damage Repair - Temporary Restoration of Sandrapalli Tank near Sandrapalli (V) in Gopavaram (M) of YSR District" through Agreement No /2020- 21 dated: 20.11.2020 for an amount of Rs. 11,30,533/- forthwith and to pass

Counsel for the Petitioner:

1.MARELLA RADHA

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 an appropriate writ, order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the respondents in not releasing the bill amount for the contract work executed by the petitioner for providing “Flood Damage Repair - Temporary Restoration of Sandrapalli Tank near Sandrapalli (V) in Gopavaram (M) of YSR District” through Agreement no /2020-21 dated: 20.11.2020 for an amount of Rs.11,30,533/- with 18% per annum interest is illegal, arbitrary and contrary to law, violation of principles of natural justice and consequently direct the respondent authorities to release an amount of Rs.11,30,533/- with interest at 18% per annum for the contract works executed by the petitioner for providing “Flood Damage Repair - Temporary Restoration of Sandrapalli Tank near Sandrapalli (V) in Gopavaram (M) of YSR District” through Agreement No /2020-21 dated: 20.11.2020 for an amount of Rs.11,30,533/-
.....”*

2. The petitioner had been awarded the contract of work i.e, “Flood Damage Repair - Temporary Restoration of Sandrapalli Tank near Sandrapalli (V) in Gopavaram (M) of YSR District” vide agreement No. /2022, dated 20.11.2020, for a final bills amount of Rs.11,30,533/- by the respondents. After execution of the aforementioned contract work, the respondents issued quality control certificate dated 04.03.2021 for a sum of Rs.11,80,482/-. 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 quality control certificate i.e., dated 04.03.2021 for a sum of Rs.11,80,482/-. 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. 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 admitted amount to the petitioner, within a period of two (02) 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.

Date: 09.12.2025
KGR

JUSTICE V.SUJATHA