



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

[3333]

MONDAY, THE EIGHTH DAY OF DECEMBER
TWO THOUSAND AND TWENTY FIVE

PRESENT

THE HONOURABLE SMT JUSTICE V.SUJATHA

WRIT PETITION NO: 29718/2025

Between:

1.SOMU INFRA ENGINEERS, MANAGING PARTNER S.
SATYANARAYANA, S/O.SOMU VEERAJU RAO,AGE.65
YEARS, DOOR NO.2-1-73/A, CHALLAVARI STREET,
PITHAPURAM MANDAL ,KAKINADA DISTRICT.

...PETITIONER

AND

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

2.THE ENGINEER IN CHIEF AW, CAD, VIJAYAWADA.

3.THE EXECUTIVE ENGINEER, Y.L.DIVISION,
PEDDAPURAM KAKINADA DISTRICT.

4.THE COMMISSIONER CADA, VIJAYAWADA.

5.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 topleased 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 withholding the payments of pending amounts of Rs. 32,43,308/- (Thirty Two Lakhs, Forty three thousand, Three Hundred and Eight Rupees only) even after finalizing the bills payable to the petitioner in relation to the works i.e. Emergency breach closing of Gorrikhandi R/B Between Km.9.600 to 9.800 in veeraraghavapuram village limits of pithapuram mandal ,Agreement no.155/2024-25,Date 11.11.2024 (Rs.21,20,091/-),II.Emergency closers to Nadimeru L/B and R/B Between Km.0.100 to 1.000 in Gollaprolu limits of gollaprolu mandal for an amount of Rs.15.30 Lakhs, Agreement no.157/2024-25,Date 11.11.2024(Rs.11,23,217/-) and 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 Pleased to direct the respondents to forthwith consider releasing the amounts Rs. 32,43,308/- (Thirty Two Lakhs, Forty three thousand. Three Hundred and Eight Rupees only) payable to the petitioner herein, pending disposal of the writ petition and pass

Counsel for the Petitioner:

1.DEVASRI ROSHAN KANCHARLA

Counsel for the Respondent(S):

1.GP FOR IRRI AND CAD

2.GP FOR FINANCE PLANNING

The Court made the following:

ORDER:-

This writ petition is 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 withholding the payments of pending amounts of Rs.32,43,308/- (Thirty Two Lakhs, Forty three thousand, Three Hundred and Eight Rupees only) even after finalizing the bills payable to the petitioner in relation to the works i.e. “Emergency breach closing of Gorrikhandi R/B Between Km.9.600 to 9.800 in Veeraraghavapuram village limits of Pithapuram Mandal, Agreement no.155/2024-25, Date 11.11.2024 (Rs.21,20,091/-), II. Emergency closers to Nadimeru L/B and R/B Between Km.0.100 to 1.000 in Gollaprolu limits of Gollaprolu Mandal for an amount of Rs.15.30 Lakhs, Agreement no.157/2024-25, Date 11.11.2024 (Rs.11,23,217/-)...”

2. The petitioner had been awarded the contract of work(s) by the Irrigation Department. After execution of the said contract, the respondents also issued quality control certificates to a tune of Rs.16,50,496/- and Rs.8,69,550/-. As the payment of the said amounts 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 money, 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. On the other hand, learned Government Pleader placed oral instructions stated 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, however, admitted the amount payable to the petitioner as per the quality control certificates filed by the petitioner to a tune of Rs.16,50,496/- and Rs.8,69,550/-.

6. 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 to the petitioner in accordance with the quality control certificates dated 10.01.2025 and

28.01.2025 issued by the respondents within a period of four (04) months from the date of receipt of a copy of this order. No costs.

7. 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.

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

Date :08.12.2025
LSP

JUSTICE V.SUJATHA