



**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: 31627/2025

Between:

1. TOGARU GOPI KRISHNA, S/O. VISHNU MURTHY, AGED 45 YEARS,
OCC CONTRACTOR R/O. D.NO. 4-2, THOGARU VARI SAVARAM,
TALLAPOLAM POST, NELAPARTHIPADU, RAMACHANDRAPURAM,
DR. B. R. AMBEDKAR KONASEEMA DISTRICT.

...PETITIONER

AND

1. THE STATE OF AP, REP BY ITS PRINCIPAL SECRETARY TO
GOVERNMENT IRRIGATION AND CAD WATER RESOURCES
DEPARTMENT, SECRETARIAT BUILDINGS, A.P. SECRETARIAT,
VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.

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

3. THE DISTRICT COLLECTOR IRRIGATION WING, DR. B. R.
AMBEDKAR KONASEEMA DISTRICT, AMALAPURAM.

4. THE ENGINEER INCHIEF MINOR AND MAJOR IRRIGATION
DEPARTMENT, GOVERNMENT OF ANDHRA PRADESH,
IRRIGATION BHAVAN, VIJAYAWADA, NTR DISTRICT.

5. THE SUPERINTENDING ENGINEER, IRRIGATION AND WATER
RESOURCES DEPARTMENT, IRRIGATION CIRCLE,
DOWLAISWARAM, EAST GODAVARI DISTRICT.

6.THE EXECUTIVE ENGINEER IRRIGATION AND WATER, RESOURCES DEPARTMENT, GODAVARI EASTERN DIVISION, RAMACHANDRAPURAM, DR. B. R. AMBEDKAR KONASEEMA 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 declare the inaction on part of the respondents herein not releasing the final bill amount worth of Rs. 19,67,114/-, 1) Amount of Rs. 1,78,136/- vide Agreement No. 86D/2024-25 vide M.Book No. 1853GE, 2) Amount of Rs. 3,01,104/- vide Agreement No. 87D/2024-25 vide M.Book No. 1853GE, 3) Amount of Rs. 2,62,611/- vide Agreement No. 88D/2024-25 vide M.Book No. 1853GE 4) Amount of Rs. 3,08,968/- vide Agreement No. 89D/2024-25 vide M.Book No. 617GE, 5) Amount of Rs. 3,02,069/- vide Agreement No. 90D/2024-25 vide M.Book No. 665GE, 6) Amount of Rs. 3,01,119/- vide Agreement No. 91 D/2024-25 vide M.Book No. 1597GE, 7) Amount of Rs. 2,99,452/- vide Agreement No. 92D/2024-25 vide M.Book No. 1021GE, with interest of execution and completion of O and M works under Irrigation department as per agreement, to the petitioner till today and causing heavy loss with interest even though total work was completed as per the agreement as illegal, arbitrary and violative of Article 14, 16 and 21 of the Constitution of India and consequentially to direct the respondents releasing the final bills of total amount worth of Rs. 19,67,114/- plus 18percentage GST for execution of completion of O and M works under Irrigation Department as per agreement, to the petitioner forthwith, and pass

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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 releasing the Final Bills of total amount worth of Rs. 19,67,114/- plus 18percentage GST, for execution of completion of O and M works under Irrigation Department as per agreement, to the petitioner forthwith, pending disposal of the above writ petition and pass

Counsel for the Petitioner:

1.ANNAMNEEDI BALAKRISHNA

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 declare the inaction on part of the respondents herein not releasing the final bill amount worth of Rs.19,67,114/-, 1) Amount of Rs.1,78,136/- vide Agreement No. 86D/2024-25 vide M.Book No. 1853GE, 2) Amount of Rs.3,01,104/- vide Agreement No. 87D/2024-25 vide M.Book No. 1853GE, 3) Amount of Rs.2,62,611/- vide Agreement No. 88D/2024-25 vide M.Book No. 1853GE 4) Amount of Rs.3,08,968/- vide Agreement No. 89D/2024-25 vide M.Book No. 617GE, 5) Amount of Rs.3,02,069/- vide Agreement No. 90D/2024-25 vide M.Book No.665GE, 6) Amount of Rs.3,01,119/- vide Agreement No.91 D/2024-25 vide M.Book No.1597GE, 7) Amount of Rs.2,99,452/- vide Agreement No.92D/2024-25 vide M.Book No.1021GE, with interest of execution and completion of O&M works under Irrigation department as per agreement, to the petitioner till today and causing heavy loss with interest even though total work was completed as per the agreement as illegal, arbitrary and violative of Article 14, 16 & 21 of the Constitution of India and consequentially to direct the respondents releasing the final bills of total amount worth of Rs.19,67,114/- +18% GST for execution of completion of O&M works under Irrigation Department as per agreement, to the petitioner forthwith....”

2. The petitioner had been awarded the contract of works i.e., “Completion of O&M works under Irrigation Department vide Agreement Nos.86D/2024-

25, 87D/2024-25, 88D/2024-25, 89D/2024-25, 90D/2024-25, 91D/2024-25 and 92D/2025-26 for final bills amount of Rs.19,67,114/- by the respondents. After execution of the aforementioned contract works, the respondents issued seven quality control certificates i.e., 1. dated 07.05.2024 for a sum of Rs.2,99,452/-, 2. dated 16.09.2025 for a sum of Rs.3,01,119/-, 3. dated 14.08.2025 for a sum of Rs.3,02,069/-, 4. dated 24.05.2025 for a sum of Rs.3,08,968/-, 5. dated 28.05.2025 for a sum of Rs.2,62,611/-, 6. for a sum of Rs.3,01,104/-, and 7. for a sum of Rs.1,78,136/-. 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 07.05.2024 for a sum of Rs.2,99,452/-, 2. dated 16.09.2025 for a sum of Rs.3,01,119/-, 3. dated 14.08.2025 for a sum of

Rs.3,02,069/-, 4. dated 24.05.2025 for a sum of Rs.3,08,968/-, 5. dated 28.05.2025 for a sum of Rs.2,62,611/-, 6. for a sum of Rs.3,01,104/-, and 7. for a sum of Rs.1,78,136/-. 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. Learned counsel for the petitioner agreed for payment of final bill as per the quality control certificates as stated by the Learned Assistant Government Pleader.

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 admitted amount to the petitioner, within a period of three (03) 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