



**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: 31871/2025

Between:

1. THIRUMALA CONSTRUCTIONS, REP BY ITS MANAGING
PARTNER, BANDI SUBRARAANYAM REDDY, S/O B
BUSI REDDY, AGED 65 YEARS, R/O D.NO.18-4-104B1,
RAILWAY COLONY THIRUPATHI (URBAN), CHITTOOR
DISTRICT

...PETITIONER

AND

1. THE STATE OF ANDHRA PRADESH, REP. BY ITS
PRINCIPAL SECRETARY TO GOVERNMENT,
DEPARTMENT OF FINANCE AND PLANNING,
SECRETARIAT, VELAGAPUDI, AMARAVATHI, GUNTUR
DISTRICT.

2. THE STATE OF ANDHRA PRADESH, REP. BY ITS
PRINCIPAL SECRETARY TO GOVERNMENT, WATER
RESOURCES DEPARTMENT, SECRETARIAT,
VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.

3. THE EXECUTIVE ENGINEER WRD, IRRIGATION
DIVISION, CHITTOOR DISTRICT

4.THE STATE PROJECT DIRECTOR APILIP AND SPECIAL
COMMISSIONER CADA, VIJAYAWADA.

...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 a writ, order or direction more particularly one in the nature of WRIT OF MANDAMUS declaring the action of the respondents in Non-Payment of NET Amount of Rs.45,14,000/ Rupees Forty Five Lakhs Fourteen Thousand Only) along with 18percentage GST and Other Charges due for the last 3 years even after finalizing the bills, payable to the petitioner after the successful completion of the execution of works i.e 1. Package No.7 APILIP Phase-II Restoration of water bodies with Jica assistance i.e., 1. Hissa Pedda Cheruvu of Varathuru village of Gangadhara Nellore Mandal 2. Dhiguvapalli Cheruvu Supply of Pothukanam Village in Pothaiapattu Mandal S.Ramalingasamudram Cheruvu of Chinthapenta Village of Penumuru Mandal and 4. Hissa Tank of Pulikallu Village of Penumuru Mandal of Chittoor District vide Supplemental Agreement No.40SE 2023-2024, dt.20-11-2023 in Original Agreement No.269SE 2018-19, Date 08-03-2019 as illegal, arbitrary, unjust, unreasonable and violative of fundamental rights guaranteed to the Petitioner under Articles 14 and 21 of the Constitution of India and consequently direct the respondents to consider the payment of amounts of Rs. 45,14,000/- (Rupees Forty Five Lakhs Fourteen Thousand Only) due to the petitioner in respect of execution of said works executed by the Petitioner and to 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 to forthwith consider releasing the amounts Rs.45,14,000/- (Rupees Forty-Five Lakhs Fourteen Thousand

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 a writ, order or direction more particularly one in the nature of WRIT OF MANDAMUS declaring the action of the respondents in Non-Payment of NET Amount of Rs.45,14,000/- Rupees Forty Five Lakhs Fourteen Thousand Only) along with 18% GST and Other Charges due for the last 3 years even after finalizing the bills, payable to the petitioner after the successful completion of the execution of works i.e “I.Package No.7 APILIP Phase-II Restoration of water bodies with Jica assistance i.e., 1. Hissa Pedda Cheruvu of Varathuru village of Gangadhara Nellore Mandal 2. Dhiguvapalli Cheruvu Supply of Pothukanam Village in Pothalapattu Mandal; 3.Ramalingasamudram Cheruvu of Chinthapenta Village of Penumuru Mandal and 4. Hissa Tank of Pulikallu Village of Penumuru Mandal of Chittoor District vide Supplemental Agreement No.40SE/2023-2024, dt.20-11-2023 in Original Agreement No.269SE/ 2018-19, Date 08-03-2019 as illegal, arbitrary, unjust, unreasonable and violative of fundamental rights guaranteed to the Petitioner under Articles 14 and 21 of the Constitution of India and consequently direct the respondents to consider the payment of amounts of Rs.45,14,000/- (Rupees Forty Five Lakhs Fourteen Thousand Only) due to the petitioner in respect of execution of said works executed by the Petitioner...”

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 certificate dated 08.01.2024 to a tune of Rs.25,42,162/-. 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 on 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, the respondents admitted the amount payable to the petitioner as per the quality control certificate dated 08.01.2024 filed by the petitioner to a tune of Rs.25,42,162/-.

6. Though the petitioner claimed an amount of Rs.45,14,000/- as per the agreements, however, agreed to dispose of Writ

Petition basing upon the quality control certificate issued by the respondents dated 08.01.2024 to a tune of Rs.25,42,162/- within a period of three months.

7. 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 certificate dated 08.01.2024 issued by the respondents within a period of three (03) months from the date of receipt of a copy of this order. No costs.

8. 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.

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

Date :09.12.2025
LSP

JUSTICE V.SUJATHA