



2026:CGHC:9202-DB

NAFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****WPC No. 622 of 2026**

Ignited Trading Company, A Proprietorship Concern, Through Its Proprietor Mr. Rishabh Surana, S/o Shri Subhash Surana, Aged About 32 Years, R/o A-1, Block-701, Lalganga Regalia, Pachpedi Naka, Raipur (C.G.) 492001.

... Petitioner(s)**versus**

1-State of Chhattisgarh Through Secretary, Water Resources Department (WRD), Mahanadi Bhawan, Atal Nagar, Naya Raipur (C.G.)

2-Engineer-In-Chief/Chief Engineer, Water Resources Department, Government of Chhattisgarh, Mahanadi Bhawan, Atal Nagar, Naya Raipur (C.G.)

3-District Mineral Foundation Trust (DMFT)/ District Mineral Institute Trust, District Bemetara (C.G.) Through Collector, District Bemetara (C.G.)

4-Executive Engineer, E/m, Light Machinery, Tubewell And Gates Division, Durg, Tahsil And District Durg C.G.

... Respondent(s)

(Cause Title Taken from Case Information System)

For Petitioner(s)	:	Mr. Mayur Khandelwal alongwith Mr. Sharad
		Prakash Yadav, Advocates.
For Respondent(s)/State :		Mr. Shashank Thakur, Additional Advocate
		General



Hon'ble Shri Ramesh Sinha, Chief Justice

Hon'ble Shri Ravindra Kumar Agrawal, Judge

Order on Board

Per Ramesh Sinha, Chief Justice

23/02/2026

- 1 Heard Mr. Mayur Khandelwal and Mr. Sharad Prakash Yadav, learned counsel for the petitioner. Also heard Mr. Shashank Thakur, learned Additional Advocate General for the State/respondents.
- 2 By this petition under Article 226 of the Constitution of India, the petitioner has prayed for the following relief(s):

“10.1 The Hon'ble Court may kindly be pleased to direct the Respondents to forthwith release and pay the admitted balance amount of Rs.2,09,34,955.20 (Rupees Two Crore Nine Lakh Thirty Four Thousand Nine Hundred Fifty Five and Paise Twenty only) to the Petitioner against the aforesaid four GeM contracts.

10.2 The Hon'ble court may kindly be pleased to direct the Respondents to pay interest @ 12% per annum (or such rate as deemed fit) on the aforesaid amount from the date the final payment became due (upon completion/acceptance and bill submission) till actual realization.

10.3 The Hon'ble Court may kindly be pleased to grant any other relief which this Hon'ble Court deems fit and proper in favour of the petitioner as per the facts and circumstance of the present case, in the ends of justice.

10.4 Pass any other or further order(s) as this Hon'ble Court may deem fit and proper in the facts and circumstances of the case and in the interest of justice.”

- 3 The facts, as projected by the petitioner are that it is a proprietorship firm engaged in the business of undertaking various civil and infrastructure works. The Water Resources Department, Chhattisgarh, for works pertaining to District Bemetara, under the administrative supervision of the Collector, District Bemetara, floated four tenders on the GeM portal.



The petitioner being a qualified and eligible bidder, participated in the bidding process for all four tenders and was duly declared successful in each of them. Pursuant to the tender process, the petitioner was awarded the following four GeM contracts, all generated on 23.12.2024, on the basis of Administrative Approval Orders dated 04.12.2024, each having an approval amount of Rs. 93,91,830/, namely (a) GeM Contract No. GEMC-511687795899374, Bid/RA/PBP No. GEM/2024/B/5687391, Administrative Approval Order No. 240117372379, (b) GeM Contract No. GEMC-511687750706619, Bid/RA/PBP No. GEM/2024/B/5687309, Administrative Approval Order No. 240182442217, (c) GeM Contract No. GEMC-511687723237160, Bid/RA/PBP No. GEM/2024/B/5686777, Administrative Approval Order No. 240191455105 and (d) GeM Contract No. GEMC-511687757301414, Bid/RA/PBP No. GEM/2024/B/5687720, Administrative Approval Order No. 240114771218.

- 4 According to the petitioner, upon issuance/generation of the aforesaid GeM contracts, and in compliance of the contractual terms and conditions, the petitioner mobilised its entire execution set-up manpower, including requisite supervisory staff, machinery/equipment, material, transport and site logistics, and commenced execution of the allotted works on 23.12.2024 itself. The petitioner thereafter carried out the works continuously and diligently, strictly adhering to the scope of work, technical specifications, quality parameters and the stipulated time schedule prescribed by the respondents/GeM contract, and ensured that the execution was completed in a timely, professional and compliant manner, without any deviation or deficiency, to the satisfaction of the respondent authorities. The petitioner successfully completed all the four allotted works within the stipulated period, where under two works were



completed on 17.03.2025 and the remaining two works were completed on 18.03.2025. Upon such completion, the works were physically verified by the competent officers/representatives of the respondents and were found to be executed satisfactorily and in conformity with the prescribed standards. Consequently, the respondent authorities accepted the completed works and the petitioner was issued completion certificates by the authorised competent authority, namely the Collector / District Mineral Foundation Trust (DMFT)/District Mineral Institute Trust, District Bemetara thereby formally certifying the due and satisfactory completion of the works by the petitioner.

- 5 According to Mr. Khandelwal, learned counsel for the petitioner, despite the works having been duly completed within time, duly inspected, accepted and certified by the competent authorities, and despite there being no objection/dispute/adverse remark/deficiency note/penalty order or any communication whatsoever questioning the execution, quality, quantity, measurement or performance of the petitioner, the respondents have illegally and arbitrarily failed, neglected and refused to release the final/balance payment lawfully due and payable to the Petitioner. The respondents have thus withheld an admitted and crystallised liability, and after accounting for/adjusting the payments already released, the admitted outstanding amount payable to the petitioner aggregates to Rs.2,09,34,955.20 which has remained unpaid till date, causing grave and continuing financial prejudice to the Petitioner. This amount is legitimately due to the petitioner, along with interest @ 12% per annum for the period of delay. According to the General Terms and Conditions (GTC, Version 1.2) of the GeM portal, Clause 1.2 of the contract expressly provides that the contract is for the supply of goods and/or services and is strictly governed by the terms and conditions prescribed



on the GeM marketplace. It is further stipulated that the entire payment process is required to be carried out through the Public Financial Management System (PFMS) in accordance with GeM payment guidelines, under which release of payment is mandatory within 10 working days from the date of submission of the bill upon completion of the work. The GeM Frequently Asked Questions (FAQs) available on the official GeM portal also clarify that, for bill processing, the buyer Department is required to process and submit the bill through the GeM dashboard, whereupon verification and payment are ensured through the PFMS platform. The continued failure of the Respondents to adhere to these clearly mandated timelines, coupled with their omission to initiate or lodge any issue through the GeM Incident Management System in the event of any alleged delay or discrepancy, clearly reflects a grave administrative lapse, non-compliance with binding procurement norms, and dereliction of statutory and contractual duty on the part of the respondents. Significantly, even the Respondent Collector, District Bemetara, who is the competent authority overseeing/monitoring the subject works at the district level, has officially acknowledged that the petitioner's payment is required to be released and has, in that regard, issued formal communications seeking allotment/release of funds for making payment to the Petitioner. In particular, the Collector addressed letters bearing Memorandum No. 1413/Tak-2025-26/DMF/Durg dated 14.05.2025 and Memorandum No. 30837/Tak/2025-26/DMF/Durg dated 14.05.2025, which were transmitted to the concerned authorities/DMFT branch for necessary fund allocation and disbursal. However, despite such clear internal departmental correspondence evidencing acknowledgment of the petitioner's legitimate dues and the requirement of fund release, the respondents have still failed to release the admitted



final/balance payment, thereby continuing an arbitrary and unjustified withholding of the petitioner's lawful entitlement.

- 6 According to Mr. Khandelwal, the petitioner made numerous visits and representations to the offices of the respondents, requesting the release of its legitimate dues. However, the petitioner was only met with vague assurances and the matter was delayed on one pretext or another, causing severe financial strain and prejudice to the petitioner. Left with no other alternative, the petitioner served a legal notice upon the respondents on 29.09.2025, detailing the facts and demanding the immediate payment of the outstanding amount of Rs. 2,09,34,955.20/- along with interest @ 12% per annum. Even after the receipt of the legal notice, the respondents have failed to make the payment. It has come to the knowledge of the petitioner that the Office of the Executive Engineer, Bemetara, has subsequently written a letter bearing Memorandum No. 3552 to the Collector dated 09/10/2025, but the same has not resulted in the release of the payment. This demonstrates the willful and unreasonable delay on the part of the respondents. Thereafter, the said office of the Executive Engineer, V./Ya. Light Machinery, Tubewell and Gate Division, Durg again issued a further communication bearing Letter No. 03/Tak-/2025 dated 05.01.2026, reiterating that the subject work is to be paid from DMFT funds, that the demand for allotment towards payment of the pending/final installment has already been sent to the Collector, DMFT Branch, District Bemetara, and that the requisite allotment/funds have not been received till date, with a further assurance that payment shall be released immediately upon receipt of the said funds. The delay in release of payment is willful, arbitrary and without any justification, and is causing severe financial hardship to the petitioner, including blockage of working capital, impairment of business



operations and recurring pecuniary loss. The respondents have not passed any speaking order nor initiated any lawful proceedings to justify withholding of the admitted dues. The funds involved pertain to public funds, including DMFT-related allocations, and timely utilization and disbursement of such funds has been emphasised by judicial pronouncements. Unjustified withholding of admitted dues after completion of public works amounts to administrative malfeasance and defeats the object of transparent public procurement. The petitioner has suffered and continues to suffer severe pecuniary loss, blockage of working capital, credit impairment, and business disruption. The Respondents' conduct is arbitrary and violative of the Petitioner's right to carry on trade and business, and the right to property in the form of crystallized receivables. As such, this petition deserves to be allowed in favour of the petitioner.

- 7 On the other hand, Mr. Shashank Thakur, learned counsel for the respondent/State submits that this is purely a civil dispute and the petitioner has the remedy to take recourse to the jurisdictional civil court for redressal of his grievance and as such, this petition deserves to be dismissed on the ground of availability of alternative remedy.
- 8 We have heard learned counsel appearing for the parties, perused the pleadings and documents appended thereto.
- 9 The core grievance of the petitioner relates to non-release of alleged balance contractual payment under four works contracts executed for the respondent Department. The claim is founded entirely on contractual terms, completion of work, certification and alleged admission of liability by departmental authorities. The relief sought is essentially recovery of money arising out of contract along with interest.



- 10 It is well settled that disputes relating to enforcement of contractual rights and recovery of contractual dues ordinarily fall within the realm of civil disputes and are not amenable to writ jurisdiction under Article 226 of the Constitution of India, particularly where disputed questions of fact arise and an efficacious alternative remedy is available. The extraordinary jurisdiction of this Court is primarily intended for enforcement of statutory or constitutional rights and not for adjudication of contractual claims requiring evidentiary examination.
- 11 In the present case, the petitioner's entitlement to the claimed amount, the extent of liability of the respondents, the effect of fund allocation under the DMFT head, and the consequences of GeM contractual terms are all matters arising out of contract which may require detailed examination of evidence and contractual provisions. Such adjudication is appropriately within the domain of the competent civil court or any other forum provided under the contract. The petitioner has not demonstrated any exceptional circumstance warranting interference in writ jurisdiction despite availability of alternative remedy. The mere allegation of delay in payment or financial hardship does not, by itself, convert a contractual dispute into a public law issue amenable to writ jurisdiction. No statutory duty distinct from the contract has been shown to have been breached so as to justify invocation of Article 226 of the Constitution.
- 12 In view of the foregoing, we are of the considered opinion that the writ petition is not maintainable in view of the efficacious alternative remedy available to the petitioner for recovery of its alleged dues.
- 13 Accordingly, the writ petition is **dismissed** on the ground of availability of alternative remedy, with liberty to the petitioner to avail appropriate remedy in accordance with law before the competent forum.



- 14** It is clarified that this Court has not expressed any opinion on the merits of the claim, and all questions are left open to be decided by such forum.

No order as to costs.

Sd/-
(Ravindra Kumar Agrawal)
JUDGE

Sd/-
(Ramesh Sinha)
CHIEF JUSTICE