



2026:CGHC:10169-DB



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HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 900 of 2026

Eagle Enterprises In Consortium With Innovative Lighting Design Ltd.
Having Office At 30, Nirala Market, It Corssing Lucknow Uttar Pradesh
Through Its Authorized Signatory Mr, Anshuman Agarwal

... **Petitioner**

versus

1 - Chhattisgarh Tourism Board Ministry of Tourism, Govt. of Chhattisgarh 2nd Floor, Udyog Bhawan Ring Road No.1, Telibandha Raipur (C.G.)

2 - Telecommunications Consultants India Ltd Through- Its Project Director Having Its Project Office At H. No.512, Behind Vip Karishma Mowa V.I.P Estate Road, Adarsh Nagar, Raipur - 492007 Chhattisgarh

... **Respondents**

(Cause-title taken from Case Information System)

For Petitioner	:	Mr. Navin Kumar and Ms. Surbhi, Advocates
For Respondents	:	Mr. Suyash Dhar Badgaiyan, Advocate

Hon'ble Shri Ramesh Sinha, Chief Justice
Hon'ble Shri Ravindra Kumar Agrawal, Judge
Order on Board

Per Ramesh Sinha, Chief Justice

27.02.2026

1. Heard Mr. Navin Kumar and Ms. Surbhi, learned counsel for the Petitioner as well as Mr. Suyash Dhar Badgaiyan, learned counsel appearing for the Respondents.



2. The Petitioner has invoked Article 226 of the Constitution of India challenging the inaction of the Respondents in not taking over the Project, namely “Beautification and Illumination of Chitrakote Waterfall, Jagdalpur, Chhattisgarh and its Operation and Maintenance for three years,” despite its completion on 15.09.2023 to their satisfaction. The Project was awarded by Respondent No.1, Chhattisgarh Tourism Board, to Respondent No.2, Telecommunications Consultants India Ltd. (TCIL), on a deposit work, turnkey basis, pursuant to which Respondent No.2 issued a Letter of Intent dated 17.11.2022 to the Petitioner for ₹9,38,01,185/- (excluding GST) and executed an Agreement dated 23.11.2022; however, only ₹1.6 crores was released during execution. Although the Petitioner completed the work and sought inspection, handover, and release of pending dues, the Respondents neither took over the Project nor cleared the outstanding payments, and by letter dated 25.09.2025 Respondent No.2 stated that payment would be made only upon receipt of funds from Respondent No.1, resulting in denial of the Petitioner’s legitimate dues and risk of deterioration of the installed equipment. The Petitioner has filed the present writ petition with the following relief(s) :-

“10.1. It is prayed that this Hon'ble Court may kindly be pleased to issue a writ of mandamus or any other appropriate writ, order or direction, ordering and directing the Respondents to take over the Project works from the Petitioner for



due commissioning of the same without any further delay;

10.2. That, this Hon'ble Court may kindly be pleased to issue a writ of mandamus or any other appropriate writ/writs, order/orders or direction/directions, ordering or directing the Respondents to forthwith release the balance payment of Rs. 9,21,07,556.26 due to the Petitioner against the certified Final Bill of the Petitioner in respect of the work executed by the Petitioner as mentioned in the present petition;

10.3. Any other relief(s) which this Hon'ble Court may think fit and proper in the facts and circumstances of the case, with cost of the petition may also please be granted to the petitioners."

3. Brief facts of the case, in a nutshell, are that the Petitioner executed the Project titled "Beautification and Illumination of Chitrakote Waterfall, Jagdalpur, Chhattisgarh and its Operation and Maintenance for three years" at Chitrakote Waterfalls, a prominent tourist destination in the State. The work formed part of a larger tourism development initiative undertaken by Respondent No.1, Chhattisgarh Tourism Board, which had entrusted the execution of such projects to Respondent No.2, Telecommunications Consultants India Ltd. (TCIL), on a deposit work, turnkey basis. Pursuant to an e-tender process, Respondent No.2 issued a Letter of Intent dated 17.11.2022 in



favour of the Petitioner for a contract value of ₹9,38,01,185/- (excluding GST), followed by an Agreement dated 23.11.2022. The Petitioner completed the entire Project on 15.09.2023 to the satisfaction of Respondent No.2. However, during execution, only ₹1.6 crores was released against the total contractual amount.

4. After completion, the Petitioner repeatedly requested inspection, formal handover, and release of its Final Bill amounting to ₹10,85,64,701.26 (including GST), submitted on 28.12.2024. In meetings held between the parties, Respondent No.2 acknowledged that the Project was complete and ready for commissioning and forwarded the claim to Respondent No.1, yet neither payment was released nor was the Project formally taken over.
5. By communication dated 25.09.2025, Respondent No.2 informed the Petitioner that payment would be made only upon receipt of funds from Respondent No.1 under the back-to-back payment clause. Thus, despite admitted completion of the work, the Petitioner has been denied its legitimate dues and the Project remains untaken over, leading to financial hardship and risk of deterioration of the installed equipment, compelling the Petitioner to invoke the writ jurisdiction of this Court.
6. Mr. Navin Kumar and Ms. Surbhi, learned counsel for the Petitioner, submit that the action and continued inaction on the part of the Respondents in not commissioning and taking over the



completed Project, despite admitting its completion to their satisfaction, is ex facie arbitrary, unreasonable and violative of Article 14 of the Constitution of India. It is contended that once the Project stood completed in terms of the contractual scope and the same was duly acknowledged by Respondent No.2, there remained a corresponding public duty upon the Respondents to undertake inspection, commissioning and formal takeover within a reasonable period of time. The unexplained refusal to do so, coupled with withholding of the Petitioner's admitted dues, constitutes arbitrary State action falling foul of the constitutional mandate of fairness and non-arbitrariness. He submits that Respondent No.1, namely the Chhattisgarh Tourism Board, and Respondent No.2, Telecommunications Consultants India Ltd., being public authorities, are bound to act in a fair, transparent and reasonable manner in matters relating to public contracts and public projects.

7. It is submitted by Mr. Kumar that having entrusted the execution of a public tourism infrastructure project and having accepted its completion, the Respondents cannot indefinitely defer commissioning on the pretext of inter se financial arrangements. Such deferment, it is argued, defeats the very public purpose for which the Project was conceived and sanctioned, and amounts to abdication of public duty. It is next contended that the continued failure to take over the Project has not only deprived the Petitioner of its legitimate contractual dues but has also caused grave



financial hardship and operational prejudice. The Petitioner remains compelled to maintain the installed equipment at its own cost, in a high-moisture environment prone to deterioration, solely because the Respondents have not discharged their obligation of takeover and commissioning. This, according to learned counsel, imposes an unreasonable restriction on the Petitioner's fundamental right to carry on trade and business under Article 19(1)(g) of the Constitution of India, without any authority of law or justifiable cause.

8. Mr. Kumar placed reliance upon the judgment of the Hon'ble Supreme Court in ***M/s Surya Constructions v. State of Uttar Pradesh & Others (Civil Appeal No. 2610 of 2019, decided on 08.03.2019)***, to buttress the aforesaid submissions. He submits that in the said decision, the Hon'ble Supreme Court held that where the work executed by the contractor is not in dispute and the State has enjoyed the benefit thereof, it cannot withhold legitimate dues on untenable or technical grounds. It is contended that the ratio laid down squarely applies to the present case inasmuch as the Respondents have admitted completion of the Project and have derived the benefit of the executed work, yet have failed to commission the Project and release the admitted payments. Such conduct, it is urged, is arbitrary and impermissible in law. Mr. Kumar also placed reliance upon the judgment of the Hon'ble High Court at Calcutta (Circuit Bench at Jalpaiguri) in ***WPA 1746 of 2025, titled Amjad Hossain vs. The***



State of West Bengal & Ors., decided on 03.09.2025, to

contend that where work pursuant to a tender and work order has been completed to the satisfaction of the authority, the State is under a legal obligation to release the entire billed amount. It is submitted that in the said case it has been held that part payment amounts to acknowledgment of liability, and the State cannot withhold the balance admitted dues. Applying the said principle to the present case, it is urged that once part payment has been released and completion acknowledged, the Respondents cannot deny or indefinitely postpone payment of the balance amount.

9. On the aforesaid grounds, Mr. Kumar submits that the Respondents' acts of omission and commission are contrary to settled principles governing State action, violate the constitutional guarantees under Articles 14 and 19(1)(g), defeat public policy underlying execution of public projects, and warrant interference by this Court in exercise of its extraordinary writ jurisdiction.
10. Mr. Suyash Dhar Badgaiyan, learned counsel appearing for the Respondents, on the other hand, opposed the writ petition and submitted that the present dispute essentially arises out of a contractual arrangement and involves disputed questions of fact, particularly with regard to payment obligations, compliance of contractual conditions and inter se financial arrangements between the parties. It is contended that in view of the existence of a detailed contract containing specific terms, including clauses



governing payment on a back-to-back basis and dispute resolution mechanisms, the Petitioner cannot invoke the extraordinary writ jurisdiction of this Court under Article 226 of the Constitution of India as a matter of right.

- 11.** Mr. Badgaiyan further submits that Respondent No.2, Telecommunications Consultants India Ltd., is bound by the terms of its agreement with Respondent No.1, namely the Chhattisgarh Tourism Board, wherein the project was sanctioned on a deposit work, turnkey basis, and payments to the contractor were expressly subject to release of funds by Respondent No.1. In terms of Clause 4.36(c) of the Agreement executed with the Petitioner, payment to the Petitioner is contingent upon receipt of corresponding funds from Respondent No.1. It is, therefore, submitted that Respondent No.2 cannot be compelled to make payment in absence of release of funds by its employer, and no arbitrariness can be attributed to Respondent No.2 in adhering to the contractual stipulation mutually agreed upon.
- 12.** It is contended by Mr. Badgaiyan that there is no deliberate refusal or mala fide intention on the part of the Respondents to withhold commissioning of the Project. Rather, administrative and financial approvals at the level of Respondent No.1 are stated to be under process, and the matter requires reconciliation of accounts and verification of documents before formal commissioning and takeover. Learned counsel submits that such administrative delay,



if any, cannot ipso facto be equated with violation of Articles 14 or 19(1)(g) of the Constitution of India. He submits that the Petitioner's reliance upon decisions pertaining to admitted and undisputed dues is misplaced, inasmuch as in the present case the quantum, final certification and approval of the bill are subject to scrutiny and compliance with contractual preconditions. It is argued that the Petitioner has an efficacious alternative remedy by way of arbitration or civil proceedings under the contract and, therefore, the writ petition, seeking essentially enforcement of contractual payment, is not maintainable.

13. On the aforesaid grounds, Mr. Badgaiyan prays for dismissal of the writ petition, submitting that no case of arbitrariness or constitutional violation is made out so as to warrant interference in exercise of the writ jurisdiction of this Court.
14. We have heard learned counsel for the parties at length and perused the material placed on record.
15. At the outset, it is not in dispute that the Project in question arises out of a contractual arrangement entered into between the Petitioner and Respondent No.2, Telecommunications Consultants India Ltd., pursuant to a Letter of Intent and a detailed Agreement containing specific terms and conditions governing execution of work, payment, certification of bills, and dispute resolution. The arrangement between Respondent No.2 and Respondent No.1, namely the Chhattisgarh Tourism Board,



was on a deposit work, turnkey basis, and the Agreement with the Petitioner expressly stipulates that payments are to be made on a back-to-back basis upon receipt of funds from Respondent No.1. The grievance of the Petitioner essentially pertains to non-commissioning of the Project and non-release of its alleged dues under the contract.

16. While the Petitioner has sought to characterize the inaction of the Respondents as arbitrary and violative of Articles 14 and 19(1)(g) of the Constitution of India, the core dispute remains rooted in enforcement of contractual obligations and release of payment under agreed terms. The question as to whether the Project has been commissioned in accordance with contractual stipulations, whether all preconditions for release of the Final Bill stand fulfilled, whether the amounts claimed are fully certified and admitted, and the effect of the back-to-back payment clause, are all matters which arise squarely within the domain of the contract and may require appreciation of evidence. Such issues cannot be satisfactorily adjudicated in exercise of writ jurisdiction under Article 226, particularly when disputed questions of fact are involved.
17. So far as the judgments relied upon by the Petitioner, including ***Amjad Hossain*** (supra) and ***M/s Surya Constructions*** (supra), are concerned, the same are clearly distinguishable on facts. In the said cases, the liability of the State authority to pay the



contractor was either admitted or the work had been unconditionally accepted without any subsisting contractual impediment, and there was no dispute as to certification or preconditions for payment. In the present matter, however, the claim of the Petitioner is intertwined with specific contractual stipulations, including a back-to-back payment clause, and issues relating to certification, release of funds by the employer, and inter se obligations between the Respondents. The controversy here is thus rooted in enforcement and interpretation of contractual terms and involves disputed factual aspects, unlike the cases relied upon by the Petitioner where the entitlement was clear and undisputed. Hence, the said precedents do not advance the case of the Petitioner.

18. It is well settled that the extraordinary writ jurisdiction is not intended to convert this Court into a forum for adjudication of purely contractual disputes or for recovery of money arising out of commercial contracts, save in exceptional cases involving clear arbitrariness, mala fides or violation of statutory or constitutional provisions. In the present case, we do not find any material to indicate mala fide exercise of power or patent arbitrariness on the part of the Respondents. The record reflects that the matter of payment is intertwined with inter se financial arrangements between the two public entities and is governed by the specific covenants of the contract voluntarily entered into by the Petitioner.



19. The Petitioner has an efficacious alternative remedy in terms of the dispute resolution mechanism provided under the Agreement and is at liberty to avail such remedy in accordance with law. Merely because one of the contracting parties is a public authority would not, by itself, justify invocation of writ jurisdiction in a matter essentially arising from contractual rights and liabilities.
20. In view of the foregoing discussion, we are of the considered opinion that no case for interference under Article 226 of the Constitution of India is made out. The writ petition, being devoid of merit, is accordingly **dismissed**. However, it is observed that dismissal of the present petition shall not preclude the Petitioner from availing such remedies as may be available to it in law for redressal of its grievances, including invocation of the contractual dispute resolution mechanism.
21. There shall be no order as to costs.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice