



2026:CGHC:13110-DB

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR**WPC No. 1209 of 2026**

M/s Dhar Mahadev Construction Through Its Proprietor Har Bilash Gupta, S/o Ram Charanlal Gupta, Aged About 70 Years, Having Its Registered Office At Mig-51, Near Celebrity Home, Kabir Nagar, Raipur, Chhattisgarh. 492099.

... Petitioner**versus**

1 - The State of Chhattisgarh Through The Secretary, Urban Administration And Development Department, 4th Floor, Indravati Bhawan, Atal Nagar, Nawa Raipur, District - Raipur, Chhattisgarh.

2 - Nagar Palika Parishad Bemetara, Through Its Chief Municipal Officer District - Bemetara, Chhattisgarh.

3 - Collector District - Bemetara, Chhattisgarh.

... Respondents

For Petitioner : Mr. Virendra Kashyap and Mr. Sibasish Mishra,
Advocates

For Respondents/ : Mr. Shashank Thakur, Addl. Advocate General
State

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

Order on Board**Per Ramesh Sinha, Chief Justice****19.03.2026**

1 Heard Mr. Virendra Kashyap and Mr. Sibasish Mishra, learned counsel for the petitioner. Also heard Mr. Shashank Thakur, learned Additional Advocate General, appearing for the State/ respondents.



- 2 The present writ petition has been filed by the petitioner with the following prayers:

“10.1 That this Hon'ble Court may kindly be pleased to direct the respondent no. 2 to forthwith release and disburse the admitted and duly measured running bill amount of approximately 7.20 lakhs, pertaining to the work executed by the petitioner under the work order dated 28.07.2023, which was forwarded for payment on 13.06.2025.

10.2 That this Hon'ble Court may further be pleased to direct the respondent no. 2 to immediately depute competent technical officers to the project site for carrying out physical verification, measurement and recording in respect of the construction work already executed by the petitioner to the extent of approximately 25 lakhs in accordance with law and the terms of the agreement dated 28.07.2023.

10.3 That, this Hon'ble Court may graciously be pleased to pass such further orders or directions as may be deemed fit and proper in the facts and circumstances of the case.”

- 3 Brief facts of the case are that the petitioner is a registered civil contractor carrying on the business of execution of public works in the name of M/s Dhar Mahadev Construction, Raipur, and is regularly undertaking construction works for various local bodies and public authorities within the State of Chhattisgarh. The petitioner participated in an e-tender process initiated by the respondent authority for construction of “Mahila Samriddhi Market Work” with an estimated cost of ₹85.65 lakhs pursuant to Notice



Inviting Tender dated 16.05.2023. Upon evaluation, the petitioner was declared successful and a work order dated 28.07.2023 was issued in its favour, followed by execution of a formal agreement on the same date. It is the case of the petitioner that although the stipulated period for completion of the work was eight months, the work could not be commenced immediately due to non-availability of the site on account of standing trees and the requirement of statutory permissions for their removal. Necessary permission for tree cutting was granted only on 06.10.2023, followed by further procedural compliance by the Forest Department. It is contended that the delay in commencement of work was entirely beyond the control of the petitioner and attributable to the respondent authorities. After the site was cleared, the petitioner mobilized resources and commenced the work diligently, completing approximately 30% of the project. During execution, the petitioner submitted a running bill of about ₹7.20 lakhs, which was duly measured, verified and forwarded for payment on 13.06.2025. However, despite such verification, the respondents have failed to release the said admitted amount. It is further submitted that the petitioner has executed additional work worth approximately ₹25 lakhs, but the respondents have not carried out the mandatory measurement and recording in the Measurement Book, thereby preventing submission of further bills and causing serious financial hardship to the petitioner. Hence this petition.

4 Learned counsel for the petitioner submitted that



5 Learned counsel for the petitioner submits that the action of respondent No. 2 in withholding the admitted running bill of approximately ₹7.20 lakhs, despite the same having been duly measured, verified and forwarded for payment, is ex facie arbitrary, unreasonable and violative of Article 14 of the Constitution of India. It is contended that no objection or deficiency has been communicated regarding the work executed. It is further submitted that once the bill was processed after due verification, a corresponding contractual and public duty arose upon the respondents to release the said amount within a reasonable time, and failure to do so amounts to manifest arbitrariness and dereliction of duty. It is further argued that the respondents have failed to carry out mandatory site measurement and recording in the Measurement Book in respect of additional work executed by the petitioner to the extent of approximately ₹25 lakhs, thereby preventing submission of further bills and rendering the contractual mechanism illusory. The petitioner, acting bona fide and on legitimate expectation of payment, continued execution of the work and has suffered financial prejudice. It is submitted that despite repeated representations, the respondents have remained inactive without assigning any reason. Hence, the present writ petition is maintainable, and a direction is sought for release of the admitted amount and for undertaking measurement of the work executed in a time-bound manner.

6 Per contra, learned State counsel submits that the present writ



petition is misconceived and not maintainable under Article 226 of the Constitution of India, inasmuch as the dispute arises purely out of a contractual relationship between the parties. It is contended that any claim relating to payment of bills or execution of work falls within the domain of contractual obligations, for which appropriate remedy lies before the competent civil forum and not by way of a writ petition. It is further submitted that the alleged claim of the petitioner regarding the running bill and the additional work executed involves disputed questions of fact, including verification of the actual work done, compliance with contractual specifications and fulfillment of procedural requirements, which cannot be adjudicated in writ jurisdiction. He also submits that the payment, if any, is subject to due scrutiny, approval and availability of funds as per departmental procedure, and mere forwarding of a bill does not create an indefeasible right to payment. It is thus prayed that the writ petition be dismissed as being devoid of merits.

- 7 We have learned counsel for the parties, perused the materials appended with writ petition.
- 8 It is settled law that the High Court should not exercise its jurisdiction under Article 226 of the Constitution of India when it raises disputed question of facts.
- 9 The Hon'ble Supreme Court in the case of ***Chairman, Grid Corporation of Orissa Ltd. (GRIDCO) & Others v. Sukamani Das (Smt.) & Another***, reported in (1999) 7 SCC 298 was dealing



with the question of whether the High Court had made an error in entertaining a writ petition filed seeking compensation for the death of a person due to electrocution, which had allegedly been caused due to the negligence of the authorities. The Hon'ble Supreme Court in the said case observed as under:

"6. In our opinion, the High Court committed an error in entertaining the writ petitions even though they were not fit cases for exercising power under Article 226 of the Constitution. The High Court went wrong in proceeding on the basis that as the deaths had taken place because of electrocution as a result of the deceased coming into contact with snapped live wires of the electric transmission lines of the appellants, that "admittedly/prima facie amounted to negligence on the part of the appellants". The High Court failed to appreciate that all these cases were actions in tort and negligence was required to be established firstly by the claimants. The mere fact that the wire of the electric transmission line belonging to Appellant 1 had snapped and the deceased had come in contact with it and had died was not by itself sufficient for awarding compensation. It also required to be examined whether the wire had snapped as a result of any negligence of the appellants and under which circumstances the deceased had come in contact with the wire. In view of the specific defences raised by the appellants in each of these cases they deserved an opportunity to prove that proper care and precautions were taken in maintaining



the transmission lines and yet the wires had snapped because of circumstances beyond their control or unauthorised intervention of third parties or that the deceased had not died in the manner stated by the petitioners. These questions could not have been decided properly on the basis of affidavits only. It is the settled legal position that where disputed questions of facts are involved a petition under Article 226 of the Constitution is not a proper remedy. The High Court has not and could not have held that the disputes in these cases were raised for the sake of raising them and that there was no substance therein. The High Court should have directed the writ petitioners to approach the civil court as it was done in OJC No. 5229 of 1995."

(emphasis supplied)

- 10 The aforesaid judgment has been relied/ reiterated by the Hon'ble Supreme Court in ***S.P.S. Rathore v. State of Haryana & Others***, reported in ***(2005) 10 SCC 1*** wherein it observed as follows:

"16. In Chairman, Grid Corpn. of Orissa Ltd. (Gridco) v. Sukamani Das [(1999) 7 SCC 298] the question which arose for consideration was, can the High Court under Article 226 of the Constitution award compensation for death caused due to electrocution on account of negligence, when the liability was emphatically denied on the ground that the death had not occurred as a result of negligence, but because of an act of God or of acts of some other persons. The Court held that it is the settled legal



position that where disputed questions of facts are involved, a petition under Article 226 of the Constitution is not a proper remedy. Therefore, questions as to whether death occurred due to negligence or due to act of God or of some third person could not be decided properly on the basis of affidavits only, but should be decided by the civil court after appreciating the evidence adduced by the parties. In T.N. Electricity Board v. Sumathi [(2000) 4 SCC 543] it was held that when a disputed question of fact arises and there is clear denial of any tortious liability, remedy under Article 226 of the Constitution may not be proper. The Court carved out exception to this general rule by observing that, it should not be understood that in every case of tortious liability, recourse must be had to a suit. When there is negligence on the face of it and infringement of Article 21 is there, it cannot be said that there will be any bar to proceed under Article 226 of the Constitution."

(emphasis supplied)

- 11 Similarly, the Hon'ble Supreme Court in ***Shubhas Jain v. Rajeshwari Shivam***, reported in ***2021 SCC OnLine SC 562*** has held as under:

"26. It is well settled that the High Court exercising its extraordinary writ jurisdiction under Article 226 of the Constitution of India, does not adjudicate hotly disputed questions of facts. It is not for the High Court to make a comparative assessment of conflicting technical reports and



decide which one is acceptable."

- 12 Subsequently, in ***Union of India vs. Puna Hinda***, reported in ***(2021) 10 SCC 690***, the Hon'ble Supreme Court has observed:

"24. Therefore, the dispute could not be raised by way of a writ petition on the disputed questions of fact. Though, the jurisdiction of the High Court is wide but in respect of pure contractual matters in the field of private law, having no statutory flavour, are better adjudicated upon by the forum agreed to by the parties. The dispute as to whether the amount is payable or not and/or how much amount is payable are disputed questions of facts. There is no admission on the part of the appellants to infer that the amount stands crystallised. Therefore, in the absence of any acceptance of joint survey report by the competent authority, no right would accrue to the writ petitioner only because measurements cannot be undertaken after passage of time. Maybe, the resurvey cannot take place but the measurement books of the work executed from time to time would form a reasonable basis for assessing the amount due and payable to the writ petitioner, but such process could be undertaken only by the agreed forum i.e. arbitration and not by the writ court as it does not have the expertise in respect of measurements or construction of roads."

- 13 Recently, the Hon'ble Supreme Court in the case of ***M.P. Power Management Co. Ltd. v. Sky Power Southeast Solar India (P) Ltd.***, reported in ***(2023) 2 SCC 703***, while dealing with the issue of



exercise of writ jurisdiction by a Court in matters arising out of a contract, has stated:

“82.7. The existence of an alternate remedy, is, undoubtedly, a matter to be borne in mind in declining relief in a writ petition in a contractual matter. Again, the question as to whether the writ petitioner must be told off the gates, would depend upon the nature of the claim and relief sought by the petitioner, the questions, which would have to be decided, and, most importantly, whether there are disputed questions of fact, resolution of which is necessary, as an indispensable prelude to the grant of the relief sought. Undoubtedly, while there is no prohibition, in the writ court even deciding disputed questions of fact, particularly when the dispute surrounds demystifying of documents only, the Court may relegate the party to the remedy by way of a civil suit.”

(emphasis supplied)

- 14 A reading of the aforesaid judgments makes it clear that it is well settled proposition of law that when there are disputed question of facts involved in a case, the High Court should not exercise its jurisdiction under Article 226 of the Constitution of India. It has been held that the remedy under Article 226 of the Constitution of India may not be proper.
- 15 The dispute raised in the present writ petition arises out of a contractual relationship between the petitioner and the respondent



authority. The grievance of the petitioner pertains to non-release of payment under a running bill and non-measurement of further work allegedly executed, which essentially involves examination of disputed questions of fact, including the extent of work done, its verification, and compliance with contractual terms and procedures. Such issues cannot be satisfactorily adjudicated in exercise of writ jurisdiction under Article 226 of the Constitution of India.

- 16 It is well settled that writ jurisdiction is not intended to be invoked for enforcement of purely contractual claims, particularly where disputed factual aspects require detailed evidence. In the present case, the claim of the petitioner regarding entitlement to payment and the allegation of inaction on the part of the respondents cannot be adjudicated without proper factual determination, which is beyond the scope of summary proceedings under Article 226.
- 17 Accordingly, this Court is not inclined to entertain the present writ petition. The same is **dismissed**, reserving liberty to the petitioner to avail appropriate remedy in accordance with law before the competent forum. No order as to costs.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice