



2026:CGHC:12383-DB

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 1116 of 2026

1 - M/S Kailash Construction through It's Proprietor Kailash Ahirwar, S/o Shri J.P. Ahirwar, Aged 52 Years, R/o House No. 56 Ward No. 19, Anupam Nagar, Distt. Rajnandgaon, Chhattisgarh.

... Petitioner

versus

1 - State of Chhattisgarh Through Secretary PWD Department, Mahanadi Bhawan, New Raipur, Distt. Raipur, Chhattisgarh.

2 - Executive Engineer PWD Department, PWD Office Rajnandgoan, Distt. Rajnandgaon, Chhattisgarh.

3 - Chhattisgarh Madhyamik Shiksha Mandal Through Its Chairman, Madhyamik Shiksha Mandal Office, Pensionbada, Distt. Raipur, Chhattisgarh.

... Respondents

(Cause-title taken from Case Information System)

For Petitioner : Mr. T.K. Tiwari, Advocate.

For State : Mr. Prasun Bhaduri, Deputy Advocate General.

For Respondent No.3 : Mr. Pankaj Agrawal, Advocate.

Hon'ble Shri Ramesh Sinha, Chief Justice

Hon'ble Shri Ravindra Kumar Agrawal, Judge

Order on Board

Per Ramesh Sinha, Chief Justice

16-03-2026

1. In the present writ petition has been filed by the petitioner under Article 226 of the Constitution of India seeking the following relief(s):-

“10.1 That Hon’ble Court be pleased to issue writ of mandamus/directions/orders to the respondent No.1 and 2 as to release the amounts against the four pending bills of the petitioner with 12% per annum interest.

10.2 That, Hon’ble Court be pleased to issue writ of mandamus/directions/orders to the respondent no.3 to release the funds immediately in the account of the respondent no.1 and 2 for payment of the same to the petitioner.

10.3 Any other relief or relief(s) which this Hon’ble court may think proper in view of the facts and circumstances of the case may also kindly be granted.”

2. The facts as mentioned in the petition, in brief, are that the Petitioner, a Class ‘C’ contractor operating under the name *M/s Kailash Construction* and residing in Rajnandgaon, was awarded a construction contract for buildings of the Madhyamik Shiksha Mandal through an online tender process conducted by Respondent No. 1. After fulfilling all required formalities, including submission of a bank guarantee, an agreement was executed with Respondent No. 2 on behalf of the State of Chhattisgarh. In

accordance with the agreement, the Petitioner commenced construction work by investing substantial funds, including loans. The work executed was duly inspected and approved by the competent officers, and four running bills were submitted over time. Despite approvals and repeated assurances from the Respondents, no payments have been released to the Petitioner. The Petitioner continued the work relying on these assurances, even while incurring significant financial liabilities such as labour wages, material costs, and loan repayments. Multiple representations and a legal notice were submitted; however, Respondent No. 2 responded that payment could not be made due to non-receipt of funds from Respondent No. 3. Facing severe financial hardship and having no alternative remedy, the Petitioner has approached the Hon'ble Court seeking appropriate relief.

3. Learned counsel for the petitioner submits that the conduct of the respondents No.1 and 2 is very objectionable and contrary to the rights of the petitioner. Respondents No.1 and 2 are bound to release the monthly bill as raised by the petitioner as per the terms/conditions of the agreement. The construction work of the respondents No.1 and 2 are continue, the same has been certified by the deputed officers, the amount of the bill is undisputed, so the petitioner is entitled for the same. He further submits that respondents No.1 and 2 have conceded regarding the pending bill payment amount of the petitioner, thus, it is evident that the petitioner is facing hardships and economical crisis as to pay

labour payment and other loans. He also submits that total four bills have been submitted by the petitioner, but till date no any amount against any of the bills has been released in favour of the petitioner. Though, the building under construction is for respondent No.3, but the authority of construction work and release of the funds are with respondents No.1 and 2. It has been further submitted that after submitting the bills, the petitioner has submitted several representations before the respondents No.1 and 2, not only that he had visited their office many times, but they have not initiated any action with regard to release of the amount of the bills. The petitioner served legal notice through his counsel, which was received and responded by respondent No.2 contending that the amount of the bills could not be released as the amount has not been received from respondent No.3. Such unjustified withholding of payment reflects administrative apathy and warrants interference by this Hon'ble Court in exercise of its writ jurisdiction.

4. On the other hand, learned State counsel opposes the submissions made by the learned counsel for the petitioner and submits that the writ petition as framed and filed is not maintainable as the disputed question of facts cannot be adjudicated in writ petition under Article 226 of the Constitution of India.
5. We have learned counsel for the parties, perused the impugned

order and other documents appended with writ appeal.

6. 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.
7. The Hon'ble Supreme Court in the case of **Chairman, Grid Corporation of Orissa Ltd. (GRIDCO) and others v. Sukamani Das (Smt.) and another, (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 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)

8. The aforesaid judgment has been relied/ reiterated by the Supreme Court in **S.P.S. Rathore v. State of Haryana and others, (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)

9. Similarly, the Hon'ble Supreme Court in **Shubhas Jain v. Rajeshwari Shivam**, 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."

10. Subsequently, in **Union of India Vs. Puna Hinda, (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."

- 11 Recently, the Hon'ble Supreme Court in the case of **M.P. Power Management Co. Ltd. v. Sky Power Southeast Solar India (P) Ltd., (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)

12. 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.

13. From perusal of the pleadings, it appears that the petitioner has prayed for issuance of direction to the respondent authorities to release the amount of bills as claimed by the petitioner and pay the amount with interest @ 12%.
14. In view of the above, this Court is of the opinion that the present writ petition is not maintainable in view of the settled proposition of law that disputes arising out of contractual obligations, particularly relating to payment of bills under a works contract, are purely civil in nature and do not ordinarily warrant interference under Article 226 of the Constitution of India. The petitioner's claim pertains to alleged non-payment of contractual dues, which involves disputed questions of fact requiring examination of accounts and contractual terms, for which efficacious alternative remedies are available under the contract and before the competent civil forum. In view of the aforesaid, it would not be appropriate for this Court to entertain the instant writ petition as there are disputed questions of fact involved.
15. Considering the submissions advanced by learned counsel for the parties, further considering the disputed questions of law involved in this writ petition, the relief sought by the petitioner and in view of law laid down by the Supreme Court in the above-stated judgments (supra), we do not find any good ground to entertain this writ petition.
16. Accordingly, the writ petition being devoid of merit is liable to be

and is hereby **dismissed**. However, liberty is reserved in favour of the petitioner to take recourse to other alternate remedies available to him under the law. No cost(s).

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice