



2026:CGHC:21563-DB

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR**WPC No. 2293 of 2026**

M/s/ Amar Pratap Shitole Having Its Registered Office 6/26 Ispat Nagar Near Santoshi Durga Mandir, Risali Bhilai, District Durg (C.G.) Through Power Of Attorney Holder Rajesh Kadam S/o Late Krishn Rao Aged About -43 Years, R/o Budhapara, Behind S.S. Printers Raipur Tehsil Raipur District -Raipur Chhattisgarh

... Petitioner**versus**

1 - State Of Chhattisgarh Through The Secretary Public Works Department, Mahanadi Bhawan New Mantralaya, Atal Nagar Nawa Raipur, District Raipur Chhattisgarh

2 - The Engineer -In -Chief Public Works Department, Nirman Bhawan North Black Sector -19 Naya Raipur, Atal Nagar District Raipur Chhattisgarh

3 - The Chief Engineer Public Works Department (E/m) Sirpur Bhawan Near Aakashwani Raipur ,district -Raipur Chhattisgarh.

4 - The Collector Jagdalpur, District Jagdalpur Bastar Chhattisgarh

5 - The Superintending Engineer (E And M) Public Works Department Sirpur Bhawan Near Aakashwani Raipur District Raipur Chhattisgarh

6 - The Executive Engineer Public Works Department (E/m), Sub -Division Jail Road Jagdalpur District Jagdalpur Bastar Chhattisgarh

7 - The Sub --Division Officer Public Works Department (E/m) Sub Division Jagdalpur District Jagdalpur Bastar Chhattisgarh

8 - The Sub-Divisional Officer Public Works Department (E/m),sub Division-Bijapur, District Bijapur Chhattisgarh

9 - The Sub-Divisional Officer Public Works Department (E/m),sub Division



Sukma, District Sukma Chhattisgarh

10 - The Sub-Divisional Officer Public Works Department (E/m), Sub-Division Narayanpur, District Narayanpur Chhattisgarh

11 - The Sub-Divisional Officer Public Works Department (E/m) Sub-Division Dantewada, District Dantewada Chhattisgarh

12 - The Sub-Divisional Officer Public Works Department (E/m) Sub-Division Kanker, District Kanker Chhattisgarh

13 - The Sub-Divisional Officer Public Works Department (E/m) Sub-Division Kondagaon, District Kondagaon Chhattisgarh

... Respondents

(Cause title taken from Case Information System)

For Petitioner	:	Mr. B.P. Singh, Advocate
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For Respondents/State	:	Mr. Praveen Das, Additional A.G.
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Hon'ble Shri Ramesh Sinha, Chief Justice
Hon'ble Shri Ravindra Kumar Agrawal, Judge

Order on Board

Per Ramesh Sinha, Chief Justice

08/05/2026

1. Heard learned counsel appearing for the petitioner as well as learned Additional Advocate General, appearing for the respondents/ State.
2. The petitioner has filed the present writ petition under Article 226 of the Constitution of India seeking issuance of an appropriate writ directing the respondents to release the alleged admitted and undisputed dues amounting to Rs.58,88,310/- said to be payable towards electrification works executed by the petitioner under various agreements entered into with the Public Works Department (E/M), Division Jagdalpur.



3. The petitioner has filed the present writ petition seeking for the following reliefs:

“In view of the facts and circumstances stated hereinabove, it is most humbly prayed that this Hon’ble Court may graciously be pleased to:

10.1. Issue an appropriate writ, order, or direction, directing the respondents to release the petitioner’s admitted and undisputed dues amounting to Rs. 58,88,310/- (Rupees Fifty-Eight Lakhs Eighty-Eight Thousand three Hundred ten only) for the work duly executed by the petitioner;

10.2. Pass such other order(s) as this Hon’ble Court may deem fit and proper in the facts and circumstances of the case.”

4. The case of the petitioner, in brief, is that the petitioner is a registered Class “C” contractor and was awarded several electrification works by the Public Works Department in different districts of Bastar Division. According to the petitioner, the works were completed to the satisfaction of the department and completion certificates/measurement books in respect of certain works were also issued by the competent authorities. It is pleaded that despite completion of the works, the payment of the outstanding amount has not been released and the petitioner has repeatedly submitted representations before the authorities seeking release of the dues.

It has further been pleaded that the respondents have withheld the payment only on the ground of non-availability of funds though the



Executive Engineer has already sought allocation of funds from the State Government. Reliance has also been placed upon the order dated 22.01.2025 passed by this Court in WPC No.5223 of 2024 (Yugal Sound Service And Electric Goods Suppliers Vs. State of Chhattisgarh & others), wherein this Court directed the authorities to verify the claim of the contractor and release the undisputed dues in accordance with law.

5. Learned counsel for the petitioner would submit that the work allotted to the petitioner has already been completed and the respondents themselves have acknowledged the liability by issuing demand letters seeking funds from the Government. He would further submit that withholding of the admitted dues on the ground of paucity of funds is wholly arbitrary and violative of Article 14 of the Constitution of India. It is argued that once the work has been executed to the satisfaction of the department, the respondents are under a legal obligation to release the payment within a reasonable period. Learned counsel would also submit that the petitioner is facing acute financial hardship on account of non-payment of the dues and, therefore, this Court may issue appropriate directions to the respondents for release of the amount claimed by the petitioner.
6. Per contra, learned State counsel opposes the writ petition and submits that the claim raised by the petitioner arises out of contractual obligations and involves disputed questions of fact including verification of completion of work, measurement, preparation of bills, admissibility of the amount claimed and availability of records relating to the agreements in question. He would submit that such disputed contractual claims cannot appropriately be adjudicated in exercise of writ jurisdiction



under Article 226 of the Constitution of India. It is further submitted that the petitioner has an efficacious alternative remedy for redressal of the grievance in accordance with law and, therefore, the present writ petition deserves to be dismissed.

7. We have heard learned counsel for the parties and perused the material annexed with the petition.
8. The principal grievance of the petitioner relates to non-payment of certain amounts claimed to be payable under various works contracts executed between the parties. The claim of the petitioner essentially arises out of contractual obligations and determination of the same would necessarily require factual adjudication regarding execution of work, measurement, verification of bills, quantification of liability and adjudication of disputed questions of fact.
9. The Hon'ble Supreme Court in the case of ***Tata Motors Limited v. The Brihan Mumbai Electric Supply & Transport Undertaking (BEST) and Others***, 2023 SCC OnLine SC 671 held as follows :

“48. This Court being the guardian of fundamental rights is duty-bound to interfere when there is arbitrariness, irrationality, mala fides and bias. However, this Court has cautioned time and again that courts should exercise a lot of restraint while exercising their powers of judicial review in contractual or commercial matters. This Court is normally loathe to interfere in contractual matters unless a clear-cut case of arbitrariness or mala fides or bias or irrationality is made out. One must remember that today many public sector undertakings compete with the private industry.



The contracts entered into between private parties are not subject to scrutiny under writ jurisdiction. No doubt, the bodies which are State within the meaning of Article 12 of the Constitution are bound to act fairly and are amenable to the writ jurisdiction of superior courts but this discretionary power must be exercised with a great deal of restraint and caution. The courts must realise their limitations and the havoc which needless interference in commercial matters can cause. In contracts involving technical issues the courts should be even more reluctant because most of us in Judges' robes do not have the necessary expertise to adjudicate upon technical issues beyond our domain. The courts should not use a magnifying glass while scanning the tenders and make every small mistake appear like a big blunder. In fact, the courts must give "fair play in the joints" to the government and public sector undertakings in matters of contract. Courts must also not interfere where such interference will cause unnecessary loss to the public exchequer. (See: *Silppi Constructions Contractors v. Union of India*, (2020) 16 SCC 489).

52. Ordinarily, a writ court should refrain itself from imposing its decision over the decision of the employer as to whether or not to accept the bid of a tenderer unless something very gross or palpable is pointed out. The court ordinarily should not interfere in matters relating to tender or contract. To set at naught the entire tender process at the stage when the contract is well underway, would not be in public interest. Initiating a fresh tender process at this stage may



consume lot of time and also loss to the public exchequer to the tune of crores of rupees. The financial burden/implications on the public exchequer that the State may have to meet with if the Court directs issue of a fresh tender notice, should be one of the guiding factors that the Court should keep in mind. This is evident from a three-Judge Bench decision of this Court in *Association of Registration Plates v. Union of India and Others*, reported in (2005) 1 SCC 679.

53. The law relating to award of contract by the State and public sector corporations was reviewed in *Air India Ltd. v. Cochin International Airport Ltd.*, reported in (2000) 2 SCC 617 and it was held that the award of a contract, whether by a private party or by a State, is essentially a commercial transaction. It can choose its own method to arrive at a decision and it is free to grant any relaxation for bona fide reasons, if the tender conditions permit such a relaxation. It was further held that the State, its corporations, instrumentalities and agencies have the public duty to be fair to all concerned. Even when some defect is found in the decision-making process, the court must exercise its discretionary powers under Article 226 with great caution and should exercise it only in furtherance of public interest and not merely on the making out of a legal point. The court should always keep the larger public interest in mind in order to decide whether its intervention is called for or not. Only when it comes to a conclusion that overwhelming public interest requires interference, the court should interfere.



54. As observed by this Court in *Jagdish Mandal v. State of Orissa and Others*, reported in (2007) 14 SCC 517, that while invoking power of judicial review in matters as to tenders or award of contracts, certain special features should be borne in mind that evaluations of tenders and awarding of contracts are essentially commercial functions and principles of equity and natural justice stay at a distance in such matters. If the decision relating to award of contract is bona fide and is in public interest, courts will not interfere by exercising powers of judicial review even if a procedural aberration or error in assessment or prejudice to a tenderer, is made out. Power of judicial review will not be invoked to protect private interest at the cost of public interest, or to decide contractual disputes.”

10. The Hon’ble Supreme Court in **State of Bihar and others v. Jain Plastics and Chemicals Ltd.** reported in (2002) 1 SCC 216 has held that disputes relating to contractual claims and monetary dues involving disputed questions of fact ordinarily ought not to be entertained in writ jurisdiction. In paragraph 7, the Hon’ble Supreme Court observed as under:

“It is to be reiterated that writ petition under Article 226 is not the proper proceedings for adjudicating such disputes. Under the law, it was open to the respondent to approach the court of competent jurisdiction for appropriate relief for breach of contract.”

11. Similarly, in **Joshi Technologies International Inc. v. Union of India and others** reported in (2015) 7 SCC 728, the Hon’ble Supreme Court,



after considering the earlier precedents on the issue, held that though the writ jurisdiction in contractual matters is not completely barred, the High Court would normally refrain from exercising jurisdiction where adjudication of disputed questions of fact is involved. Paragraph 69 of the said judgment reads as under:

“Ordinarily, where a breach of contract is complained of, the party complaining of such breach may sue for specific performance of the contract, if contract is capable of being specifically performed. Otherwise, the party may sue for damages.”

12. The Hon'ble Supreme Court further observed that in pure contractual matters, particularly where disputed questions of fact are involved, the High Court should normally decline to exercise jurisdiction under Article 226 of the Constitution of India.
13. In the present case, this Court finds that the claim raised by the petitioner cannot be adjudicated merely on the basis of pleadings and annexures filed along with the writ petition. Determination of the liability would require detailed factual examination and verification of records by the competent authority. Such exercise is beyond the limited scope of judicial review under Article 226 of the Constitution of India.
14. Accordingly, without expressing any opinion on the merits of the claim of the petitioner, the present writ petition is **dismissed** with liberty to the petitioner to avail appropriate remedy available under law before the competent forum/authority. No order as to costs.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice