



2026:CGHC:20367-DB

NAFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****WPC No. 2126 of 2026**

G And G Construction Civil Contractor And General Order Supplier Through Its Partner Gajanand Agrawal S/o Late Ganpat Raj Agrawal, Near Ganesh Talkies Naila Janjgir, District- Janjgir- Champa (C.G.)

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

1 - State Of Chhattisgarh Through Secretary, Public Works Department, Mantralaya, Mahanadi Bhawan, Nava Raipur, Atal Nagar, District- Raipur (C.G.)

2 - Engineer In Chief, Public Works Department, Raipur, District- Raipur, Chhattisgarh

3 - Chief Engineer , Public Works Department, Bilaspur, District- Bilaspur Chhattisgarh

4 - Executive Engineer , Public Works Department, Division Champa District- Janjgir- Champa Chhattisgarh

... Respondent(s)

For Petitioner(s) : Mr. C.J.K.Rao, Advocate.

For Respondent(s)/State : Mr. S.S.Baghel, Government Advocate

Hon'ble Shri Ramesh Sinha, Chief Justice**Hon'ble Shri Ravindra Kumar Agrawal, Judge****Order on Board****Per Ramesh Sinha, Chief Justice****01/05/2026**

1. Heard Mr. C.J.K.Rao, learned counsel for the petitioner as well as Mr. S.S.Baghel, learned Government Advocate for the State/respondents.



2. By this petition under Article 226 of the Constitution of India, the petitioner seeks a direction to the respondent authorities to consider the representation of the petitioner, which he has moved for releasing the payment in his favour for the works done by it.
3. Mr. C.J.K.Rao, learned counsel for the petitioner submits that the petitioner is a firm engaged in civil works. He was awarded works contract on 20.05.2020 by the respondent No. 4 for construction of 500 seater auditorium at Livelihood College Campus, Janjgir. The petitioner firm has completed the entire civil work and also done some additional works but despite completion of the works, the final payment has not been made. The respondents have even issued work completion certificate in favour of the petitioner. The petitioner has made representations to the respondent authorities but the same is not being decided and the petitioner is not being released his legitimate dues. Hence, he prays that the respondent authorities may be directed to consider and decide the representations and release the final payment in favour of the petitioner.
4. Per contra, learned Government Advocate submits that the dispute raised in the present petition arises out of a contractual relationship between the parties and involves questions relating to payment under a works contract. It is argued that such disputes are essentially civil in nature, for which the petitioner has an efficacious alternative remedy before the competent civil court. It is further contended that it is a settled proposition of law that writ jurisdiction under Article 226 cannot be invoked for enforcement of contractual obligations, particularly where disputed questions of fact are involved.
5. Having heard learned counsel for the parties and on perusal of the material available on record, this Court finds that the grievance of the



petitioner pertains to non-release of payment arising out of a works contract executed between the parties. The claim of the petitioner is founded on alleged completion of contractual work and entitlement to final payment thereunder. It is well settled that disputes relating to enforcement of contractual rights and obligations, particularly in commercial matters, do not ordinarily fall within the ambit of writ jurisdiction under Article 226 of the Constitution of India. Such disputes often involve adjudication of disputed questions of fact, examination of evidence, and interpretation of contractual terms, which are more appropriately dealt with by a competent civil court or other adjudicatory forum.

6. In the present case, the petitioner has an efficacious alternative remedy of approaching the competent civil court for redressal of his grievance. No exceptional circumstance has been demonstrated warranting interference by this Court in exercise of its extraordinary writ jurisdiction. Accordingly, this Court is not inclined to entertain the present writ petition. The petition is, therefore, **dismissed** on the ground of availability of alternative remedy. However, it is made clear that dismissal of this petition shall not preclude the petitioner from availing appropriate remedy before the competent forum in accordance with law.

Sd/-
(Ravindra Kumar Agrawal)
JUDGE

Sd/-
(Ramesh Sinha)
CHIEF JUSTICE