

GAHC010008062015



2026:GAU-AS:3273

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/585/2015

MAHABIR PRASAD AGARWALLA
S/O LT. KIRORIMAL AGARWALLA R/O 1B, RYOAL SILVER TOWER, LACHIT
NAGAR, MAIN ROAD, NEAR BYE-LANE NO. 1, ULUBARI, P.O. GUWAHATI-
781007, DIST. KAMRUP M, ASSAM.

VERSUS

THE STATE OF ASSAM AND 3 ORS
REP. BY THE COMMISSIONER AND SECRETARY TO THE GOVT. OF ASSAM,
PUBLIC WORKS DEPARTMENT, DISPUR, GUWAHATI-781006, DIST.
KAMRUP M, ASSAM.

2:THE COMMISSIONER AND SPECIAL SECRETARY
TO THE GOVT. OF ASSAM
PUBLIC WORKS DEPARTMENT
DISPUR
GUWAHATI- 781006
DIST. KAMRUP M
ASSAM.

3:THE CHIEF ENGINEER

PUBLIC WORKS DEPARTMENT ROADS
ASSAM
CHANDMARI
GUWAHATI- 781003
DIST. KAMRUP M
ASSAM.

4:THE EXECUTIVE ENGINEER

PUBLIC WORKS DEPARTMENT

GOALPARA RURAL ROADS DIVISION
GOALPARA

Linked Case : WP(C)/696/2015

MAHABIR PRASAD AGARWALLA
S/O- LT. KIRORIMAL AGARWALLA
R/O- 1B
RYOAL SILVER TOWER
LACHIT NAGAR
MAIN ROAD
NEAR BY-LANE 1
ULUBARI
P.O.- GUWAHATI- 781007
DIST.- KAMRUP M
ASSAM.

VERSUS

THE STATE OF ASSAM AND 4 ORS
REP. BY THE COMMISSIONER AND SECY. TO THE GOVT. OF ASSAM
PUBLIC WORKS DEPTT.
DISPUR
GHY- 6
DIST.- KAMRUP M
ASSAM.

2:THE COMMISSIONER AND SPECIAL SECY. TO THE GOVT. OF ASSAM
PUBLIC WORKS DEPTT.
DISPUR
GHY- 6
DIST.- KAMRUP M
ASSAM.

3:THE CHIEF ENGINEER
PUBLIC WORKS DEPTT. ROADS
ASSAM
CHANDMARI
GHY- 3
DIST.- KAMRUP M
ASSAM.

4:THE CHIEF ENGINEER
PUBLIC WORKS DEPTT. RIDF
ASSAM
CHANDMARI

GHY- 3
DIST.- KAMRUP M
ASSAM.

5:THE EXECUTIVE ENGINEER
PUBLIC WORKS DEPTT.
GOALPARA RURAL ROADS DIVISION
GOALPARA.

Linked Case : WP(C)/582/2015

MAHABIR PRASAD AGARWALLA
S/O LT. KIRORIMAL AGARWALLA
R/O 1B
RYOAL SILVER TOWER
LACHIT NAGAR
MAIN ROAD
NEAR BYE -LANE 1
ULUBARI
P.O. GUWAHATI- 781007
DIST. KAMRUP M
ASSAM.

VERSUS

THE STATE OF ASSAM AND 5 ORS
REP. BY THE COMMISSIONER AND SECRETARY TO THE GOVT. OF ASSAM
PUBLIC WORKS DEPARTMENT
DISPUR
GUWAHATI-06.

2:THE COMMISSIONER AND SPECIAL SECRETARY
TO THE GOVT.OF ASSAM
PUBLIC WORKS DEPARTMENT
DISPUR
GUWAHATI-6.

3:THE CHIEF ENGINEER

PUBLIC WORKS DEPARTMENT ROADS
ASSAM
CHANDMARI
GUWAHATI- 781003
DIST. KAMRUP M
ASSAM.

4:THE EMPOWERED OFFICER

PMGSY
ASRB
CHANDMARI
GUWAHATI- 781003
DIST.KAMRUP M
ASSAM.

5:THE EXECUTIVE ENGINEER

PUBLIC WORKS DEPARTMENT
GOALPARA
RURAL ROADS DIVISION
P.O. and DIST. GOALPARA
ASSAM.

6:THE EXECUTIVE ENGINEER

PUBLIC WORKS DEPARTMENT
DHUBRI RURAL ROADS DIVISION
P.O. and DIST. DHUBRI
ASSAM.

Linked Case : WP(C)/180/2015

MAHABIR PRASAD AGARWALLA
S/O- LT. KIRORIMAL AGARWALLA
R/O- 1B
ROYAL SILVER TOWER
LACHIT NAGAR
MAIN ROAD
NEAR BYE-LANE 1
ULUBARI
P.O.- GHY- 7
DIST.- KAMRUP M
ASSAM.

VERSUS

THE STATE OF ASSAM AND 5 ORS
REP. BY THE COMMISSIONER AND SECY. TO THE GOVT. OF ASSAM
PUBLIC WORKS DEPTT.
DISPUR
GHY- 6.

2:THE COMMISSIONER AND SPECIAL SECY. TO THE GOVT. OF ASSAM

PUBLIC WORKS DEPTT.
DISPUR
GHY - 6.

3:THE CHIEF ENGINEER
PUBLIC WORKS DEPTT. ROADS
ASSAM
CHANDMARI
GHY- 3
DIST.- KAMRUP M
ASSAM.

4:THE CHIEF ENGINEER
PUBLIC WORKS DEPTT.
ARISP AND RIDF
VASUNDHARA ENCLAVE
B.K. KAKOTI ROAD
ULUBARI
GHY- 7
DIST.- KAMRUP M
ASSAM.

5:THE EXECUTIVE ENGINEER
PUBLIC WORKS DEPTT.
GUWAHATI AACP DIVISION
GUWAHATI.

6:THE EXECUTIVE ENGINEER
PUBLIC WORKS DEPTT.
AACP DIVISION
DHUBRI
DIST.- DHUBRI
ASSAM.

Linked Case : WP(C)/732/2015

MAHABIR PRASAD AGARWALLA
S/O LT. KIRORIMAL AGARWALLA
R/O 1B
RYOAL SILVER TOWER
LACHIT NAGAR MAIN ROAD
NEAR BY LANE 1
ULUBARI
P.O. GUWAHATI- 781007
DIST.KAMRUP M
ASSAM.

VERSUS

THE STATE OF ASSAM AND 4 ORS
REP. BY THE COMMISSINER AND SECRETARY TO THE GOVT. OF ASSAM
PUBLIC WORKS DEPARTMENT
DISPUR
GUWAHATI-6.

2:THE COMMISSIONER AND SPECIAL SECRETARY
TO THE GOVT. OF ASSAM
PUBLIC WORKS DEPARTMENT
DISPUR
GUWAHATI-6.

3:THE CHIEF ENGINEER

PUBLIC WORKS DEPARTMENT ROADS ASSAM
CHANDMARI
GUWAHATI- 781003
DIST. KAMRUP M
ASSAM.

4:THE CHIEF ENGINEER

PUBLIC WORKS DEPARTMENT BOARDER ROADS AND NEC WORKS ASSAM
CHANDMARI
GUWAHATI- 781003
DIST. KAMRUP M
ASSAM.

5:THE EXECUTIVE ENGINEER

PUBLIC WORKS DEPARTMENT
KARIMGANJ N.E.C. DIVISION
KARIMGNAJ.

BEFORE

HONOURABLE MR. JUSTICE DEVASHIS BARUAH

For the Petitioner(s) : Mr. O. P. Bhati, Advocate
Mr. P. K. Gupta, Advocate

For the Respondent(s) : Mr. P. Nayak, SC, PWD

Date on which judgment is reserved : NA
Date of pronouncement of judgment : 27.02.2026
Whether the pronouncement is of the
Operative part of the judgment? : NA
Whether the full judgment has been
Pronounced? : Yes

JUDGMENT AND ORDER (ORAL)

Heard Mr. O. P. Bhati, the learned counsel appearing on behalf of the petitioner in the instant batch of writ petitions. Mr. P. Nayak, the learned counsel appears on behalf of the PWD who have been arrayed as respondents in the instant proceedings.

PREFACE

2. All the writ petitions are filed by the same petitioner who claims that he is a Class-I registered contractor with the Public Works Department of the Government of Assam. Various contract works were issued to the petitioner and the details of which have been mentioned in the present writ petitions. It is however very pertinent to take note of that these contract works were awarded to the petitioner prior to 2015 and this aspect is apparent from the fact that the writ petitions were filed in the year 2015. The grievance of the petitioner in all the writ petitions was that the Respondent Authorities have deducted huge

amounts of money against the bills of the petitioner on the ground of payment of royalties which was not permissible as per law.

CLAIMS OF THE PETITIONER IN THE FIVE WRIT PETITIONS

3. This Court finds it relevant to take note of the claims of the Petitioner in the five writ petitions and with specific reference to the contracts detailed out in each of the writ petitions. The same are given herein under:

(a) In WP(C) No.585/2015, the Petitioner herein has sought for direction for payment of Rs.4,23,762/- which the petitioner claims that the same have been illegally deducted from the running bills of the Petitioner. The details of the claim along with the specific contracts are given herein under:

SL No.	Particulars	Forest royalty	VAT on FR	Total	Date of final payment
1	Construction of Gaurnagar to Tikrikilla Road under MNPA[Package No.MNPA-39A] for the Contract Price of Rs.66,15,000.00	351683	8923	360606	
2	Execution of the 1/1 on Dwarka Bazar to Silsoke Dhamal Road (L=30.00M)	61083	2073	63156	

with approach and protection work under Goalpara (East) LAC in Goalpara District				
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(b) In WP(C) No.180/2015, the Petitioner herein has sought for direction for payment of Rs.26,75,421/- which the petitioner claims that the same have been illegally deducted from the running bills of the Petitioner. The details of the claim along with the specific contracts are given herein under:

SL No.	Particulars	Forest royalty	VAT on FR	Total	Date of final payment
1	Upgradation of Barpeta Jania Howly Road-A(Chainage 1500 M to 4000 M) Contract No.BR-7A in Barpeta District of Assam State under AACP @ a Bid Price of Rs.4,09,55,147	750151	101270	851421	23.08.2012
2	Upgradation of Krishnai Chariali to Resubelpara Road, Contract No.GLP-5	1258768	118836	1377604	01.06.2011
3	Rehabilitation of Road from Jewali Bangtimari Road, HM Road to	393300	53096	446396	28.05.2012

Dayarchar Road, Road from APS Road to Kalapani Bazar, Road from Dharakoba to Bhurakata via Arat, and Road from HM Road to Moinbandha via Pecharkandi in Dhubri District [Contract No.DH®-9] at a Bid Price of Rs.79,95,460.00				
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(c) In WP(C) No.582/2015, the Petitioner herein has sought for direction for payment of Rs.44,92,202/- which the petitioner claims that the same have been illegally deducted from the running bills of the Petitioner. The details of the claim along with the specific contracts are given herein under:

SL No.	Particulars	Forest royalty	VAT on FR	Total	Date of final payment
1	Construction of road from (i) Lakhipur to Khalisabhita and (ii) Lakhipur to Chunari road including culverts, monor bridges and routine maintenance of the works for five years	852098	Nil	852098	

	under Package No.AS 07-11PMGSY Ph-IV				
2	Construction of road from Hatsingimari to Kokradanga including cross-drainage works and routine maintenance of the works for five years under PMGSY (Regular), Ph-VI. Package No.AS-05- 35(Balance Work)	301460	40697	342157	
3	Construction of Road from Gaurnagar to Chatiamari Road including cross- drainage works and routine maintenance of the works for five years under PMGSY(Regular) Ph- VI, Package No.AS- 07-30	1378502	123679	1502181	
4	Construction of Road from 1.Dabil to Borpathar, 2. Dudhnoi to Thekasu III, 3. Makhipara to Sialmari, 4. Dudhunoi to	1582173	213593	1795766	

	Thekasu II, 5. NH-37 to Kanyakuchi Pahar, 6. Sidhabari to Karipara, 7. Dolgoma to Basantapur 8. G. D. Road to Khara Pt.II 9. Lala to Bandashree Road including cross- drainage works and routine maintenance of the works for five year under PMGSY (Regular) Ph-VII, Package No.AS-07-51 (Balance work)	4114233	377969	4492202	
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(d) In WP(C) No.696/2015, the Petitioner herein has sought for direction for payment of Rs.7,31,394/- which the petitioner claims that the same have been illegally deducted from the running bills of the Petitioner. The details of the claim along with the specific contracts are given herein under:

SL No.	Particulars	Forest royalty	VAT on FR	Total	Date of final payment
1	Construction of RCC bridge No.2/1 on Lakhipur Chunari Road including approaches and protection work under RIDE-IX of NABARD under Goalpara roads Division @ Bid Price of Rs.2,88,20,104.00	294996	14445	309441	
2	Construction of RCC bridge/BUG No.10/1 over river Jinari on Goalpara Dodhnoi via Soinik School Road under RIDF-XV of NABARD in Goalpara District @ a Bid Price of Rs.2,52,66,878.00	363964	57989	421953	

658960 72434 731394

(e) In WP(C) No.732/2015, the Petitioner herein has sought for direction for payment of Rs.7,12,737/- which the petitioner claims that the same have been illegally deducted from the running bills of the Petitioner. The details of the claim along with the specific contracts are given herein under:

SL No.	Particulars	Forest royalty	VAT on FR	Total	Date of final payment
1	Construction of RCC bridge 9 Nos. approach 16 Nos. on Zamuang Hripjow Dullavcherra Road under NEC Programme (Improvement/Repairs) to damage stretches by Metalling, Surfacing work and Hard Shoulder with GSB from 1 st KM to 8 th KM and 9 th KM to 12 th KM on Zamuang Hriphow Dullavcherra Road under NEC Programme.	630741	81996	712737	
		630741	81996	712737	

4. The records further reveal that during the pendency of the writ petitions, the petitioner had amended the writ petitions whereby appropriate directions sought for setting aside the Notification dated 01.09.2009 issued by the Environment and Forest Department, Government of Assam. It is however very apposite to mention that while challenging this Notification issued by the Forest Department of the Government of Assam, the Forest Department of the Government of Assam was not impleaded.

5. Be that as it may, it is very pertinent to take note of from

the pleadings in the writ petitions that the challenge to the Notification dated 01.09.2009 is on the question as to whether the Notification dated 01.09.2009 is in violation to the provisions of the Assam Forest Regulation, 1891.

6. Taking into account that the Forest Department has not been arrayed as a party, this Court would not like to decide on the legality or validity of the Notification dated 01.09.2009.

ISSUE

7. The question therefore arises in the present writ petitions is as to whether the Respondent Authorities, i.e. the PWD could deduct and/or withhold any amount on account of payment of royalties?

SUBMISSIONS ON BEHALF OF THE PARTIES

8. Mr. O. P. Bhati, the learned counsel who appears on behalf of the petitioner in the present batch of writ petitions submitted that the petitioner at present is not in a position to produce the agreements as the works in question were more than one or two decades old. He further submitted that although there is a challenge to the Notification dated 01.09.2009, but in the present facts, the challenge to the Notification dated 01.09.2009 is not necessary taking into account the provisions of the Mines and Minerals (Development and Regulation) Act, 1957 (for short,

'the Act of 1957') as well as the Assam Minor Mineral Concession Rules, 2013 (for short, 'the Rules of 2013') in as much as the question of payment of royalty would only arise if there is a permit and/or license issued to the petitioner to extract minor minerals. The learned counsel submitted that the incidence of the royalty is not on purchasing a minor mineral, but is on extraction of the minor mineral, and under such circumstances, the Clauses 13.3 or 41.1 of the General Conditions of the Contract or even Clause 4.6.1 of the Special Condition of Contract would not permit the PWD to withhold the amount to which the petitioner is entitled. Mr. O. P. Bhati, the learned counsel or the petitioner further submitted that though in the affidavit-in-opposition filed by the respondents, it is mentioned that the petitioner had to collect the minor minerals from some designated quarry, even the same, if accepted, then also there is no requirement for the petitioner to pay any royalty to the Government taking into account that the petitioner was not to extract any minor minerals from these designated quarries. The learned counsel further submitted that the statement made in the affidavit filed by the respondents that the petitioner had to obtain minor minerals from designated quarries was, however, not a part of the tender documents or the agreement.

9. Mr. P. Nayak, the learned Additional Advocate General

appearing on behalf of the respondents submitted that though this Court has given various opportunities to the petitioner to produce the copies of the agreements and the same was not produced, but a perusal of the affidavit-in-opposition filed by the respondents would show that the contracts which were entered into with the petitioner contained various Clauses. He submitted that in terms with Clause 13.3 as well as Clause 41.1 of the General Conditions of the Contract stipulated that the rates quoted by the bidder has to include all duties, taxes, royalties and other levies payable by the contractor under the contract. Referring to Clause 41.1 of the General Conditions of the Contract, the learned Additional Advocate General submitted that the rates quoted by the contractor shall be deemed to be inclusive of sales and other levies, duties, royalties, cess, toll, taxes of the Central and the State Governments, local bodies, authorities that the contractor will have to pay for the performance of the contract. He further submitted that Clause 41.1 of the General Conditions of the Contract further empowered the employer, i.e. the PWD to perform such duties as regard to deduction of such tax at source as per the applicable law. Referring to Clause 4.6 of the Special Conditions of the Contract, the learned Additional Advocate General submitted that Clause 4.6.1 of the Special Conditions of the Contract is similarly

worded with Clause 41.1 of the General Conditions of the Contract. He however submitted that in Clause 4.6.1 of the Special Conditions of the Contract further mentioned that the authority would grant the certificate for quantities used for the work, but will not entertain any claim on the said amount on that account. The learned Additional Advocate General, further referring to Clause 4.6.2 of the Special Conditions of the Contract submitted that the Respondent Authorities have withheld the amount towards the payment of royalty on the ground that the petitioner had failed to produce the No-Dues Certificate from the Collector relating to the payment of royalty. The learned Additional Advocate General therefore submitted that this is not a case of deduction from the bills of the petitioner any amount towards the royalty, but the amount is being withheld on account of not furnishing the certificate as is required under Clause 4.6.2 of the Special Conditions of the Contract.

ANALYSIS AND DETERMINATION

10. While deciding the issue involved in the present proceedings, this Court finds it very pertinent to take note of some of the Clauses to which the learned Additional Advocate General appearing on behalf of the respondent PWD has referred to in the General Conditions of the Contract as well as in the Special Conditions of the Contract. Mr. P. Nayak,, the learned

Additional Advocate General referred to Clause 13.3 as well as Clause 41.1 of the General Conditions of Contract which are reproduced herein under:-

“13.3 All duties, taxes, royalties and other levies payable by the Contractor under the Contract or for any other cause, shall be included in the rates, prices, and total Bid price submitted by the Bidder.

41.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, royalties, cess, toll, taxes of Central and State Governments, local bodies and authorities that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.”

11. In addition to that, the learned Additional Advocate General further referred to Clauses 4.6.1 and 4.6.2 of the Special Conditions of the Contract which are reproduced herein under:-

“4.6.1 All dues regarding taxes including the sales tax, VAT, other duties, royalty, 1% Cess on account of building and other construction workers' welfare cess (Act 1996), etc., levied on the contractor's works by the central, state or local government, private individual will be payable by the contractor. The authority will grant a certificate for the quantities actually used on the work but will not entertain any claim on this account.

4.6.2 Payment of contractor's final bill shall not be released till 'no dues' certificate from collector relating to the payment of royalty is submitted by the contractor.”

12. From a perusal of Clause 13.3 of the General Conditions of the Contract, it is apparently clear that the rate, price and the total bid so submitted by the bidder should be inclusive of all

duties, taxes, royalties and other levies payable by the contractor under the contract. The use of the words “payable by the contractor under the contract” has to be interpreted to mean when the contractor is liable to pay the duties, taxes, royalties and other levies under the contract and not otherwise.

13. Clause 41.1 of the General Conditions of the Contract as quoted above also stipulates that the rates quoted by the contractor shall be deemed to be inclusive of sales tax and other levies, duties, royalties, cess, toll, taxes of Central and State Government, local bodies and authorities that the contractor will have to pay to perform for the performance of the contract. In other words, the rates so quoted by the contractor are inclusive of all levies payable by the contractor for the performance of the contract. Further to that, it is also mentioned in Clause 41.1 of the General Conditions of the Contract that the employer will perform such duties as regard to the deduction of such taxes at source as per applicable law. In other words, the employer would have the power to deduct taxes provided the same is permissible under law for the employer to do so. It is no longer *res integra* that the power to deduct tax has to be conferred by the statute and cannot be based upon an agreement entered into by and between the parties.

14. This Court further finds it relevant to take note of Clause

4.6.1 of the Special Conditions of the Contract which stipulates that all dues regarding taxes including sales tax, VAT and other duties, royalties, 1% cess on account of building and other construction workers welfare cess, etc. levied on the contractor's work by the Central, State, or the local Government, private individual will be payable by the contractor. In other words, the contractor is liable to pay those taxes, royalties, cess, etc. which are levied on the contractor's works by the Central, State, or local Government, private individual. It also stipulates that for the purpose of making due assessment, the PWD authority would grant a certificate for the quantities actually used on the work, but would not entertain any claim on that account. It may be pertinent to take note of that in the affidavit so filed, certain certificates have been enclosed by the PWD authorities as regards the use of the materials.

15. Clause 4.6.2 of the Special Conditions of the Contract is important in as much as the payment of the final bill of the contractor would be released only upon the No-Dues Certificate from the Collector relating to payment of royalty is submitted by the contractor. It is very pertinent to take note of that though Clause 4.6.2 of the Special Conditions of the Contract stipulates that the contractor has to produce a No-Dues Certificate from the Collector relating to payment of royalty, but the question

arises that if the contractor is not liable to make any payment as per the Act of 1957 or the Rules of 2013, can the respondents insist upon a No-Dues Certificate to be issued from the Collector for the release of the final bill to the petitioners?

16. For deciding aforestated aspect, this Court finds it pertinent to take note of Rule 5, Rule 8 and Rule 27 of the Rules of 2013. A perusal of Rule 5 of the Rules of 2013 would show that the said Rule applies when a temporary mining lease is granted to the contractor which is connected to a specific work/project of the Government, its agencies as well as the urban local bodies. Rule 8 of the Rules of 2013 pertains to issuance of a mining lease to any bidder through a competitive bidding for a period ordinarily not less than 10 years but not exceeding 20 years. Rule 27 of the Rules of 2013 relates to permits for extraction of ordinary clay/earth.

It is also very pertinent to take note of that by virtue of Rule 5 of the Rules of 2013, a contractor becomes a temporary lessee of a mining area; by virtue of Rule 8 of the Rules of 2013, the lessee who is issued the mining lease has the only power to extract the minor minerals and in terms with Rule 27 of the Rules of 2013, it is the permit holder who can only extract ordinary clay/earth.

Rule 5(3), Rule 8(6) and Rule 27(4) of the Rules of 2013 only imposes the payment of royalty upon the temporary lessee (contractor), the leaseholder and the permit holder respectively. In other words, the temporary leaseholder as per Rule 5 of the Rules of 2013, the mining leaseholder as per Rule 8 of the Rules of 2013 and the permit holder as per Rule 27 of the Rules of 2013 are liable to pay the royalty.

It is apposite to mention herein that Rule 5(3) of the Rules of 2013 was inserted only on 11.10.2021, and as such, Rule 5(3) of the Rules of 2013 shall not be applicable. Apart from that, it is no one's case that the petitioner was granted any mining permit. Under such circumstances, let this Court take into consideration whether by virtue of Rules 8 and 27 of the Rules of 2013, there is liability of the petitioner to pay royalty.

17. The royalty paid by the mining lease holder as well as the permit holder can very well be passed on to the consumers, but under no circumstances, the consumers can be imposed the liability to pay the royalty by the State or other Authorities as per the mandate of the Rules of 2013. It is also seen from a perusal of Rule 8 and Rule 27 of the Rules of 2013 that the incidence of payment of royalty is upon the extraction of the minor minerals and clay/earth respectively and not on sale of the minor minerals. Under such circumstances, it is the opinion of this

Court that if the royalty has already been paid by the mining lease holder and/or the permit holder there cannot be a double payment of the royalty by deducting any amount from the bills of the petitioner.

18. It is also important to note that the certificate which is being mentioned in Clause 4.6.2 of the Special Conditions of Contract is only to keep a check that the State is getting the royalties for the extracted minor minerals and minor minerals are not used from illegal source. The said certificate that royalties have been paid can be given to those persons by the Competent Authority who is liable to pay the royalties and not to others who have no liability to pay royalty.

19. Under such circumstances, this Court therefore is of opinion that the certificate produced by the petitioner from the vendor from whom the petitioner had purchased the minor minerals which was used in the contractual works stating therein that the due royalties were paid on those minor minerals would suffice for the purpose of releasing the final bill of the petitioner.

CONCLUSION

20. Accordingly, the writ petitions stand disposed of with the following observations and directions:-

(i) This Court directs the Respondent Authorities to release

the final bill of the petitioner upon production of certificate issued by the vendor of the petitioner who had sold the minor minerals to the petitioner for execution of the contract to the effect that the said minor minerals sold to the petitioner were royalty paid minor minerals. The vendor in the said certificate shall also provide the source from where the minor minerals were extracted.

(ii) The Respondent Authorities, upon receipt of such certificate, shall cause an enquiry with the concerned Divisional Forest Officer under whose jurisdiction the minor minerals were extracted as the source of the minor minerals would be provided in the certificate submitted by the petitioner from his vendor.

(iii) This Court further observes and directs that when a request is made by the PWD to the concerned Divisional Forest Officer seeking verification, the verification be conducted by the concerned Divisional Forest Officer within a period of 30 (thirty) days and due information be given to the PWD Authorities. Based upon such verification made, the Respondent Authorities shall release the final bill to the petitioner.

(iv) It is observed that if the Divisional Forest Officer does

not provide the verification upon being requested within 30 (thirty) days, it shall be deemed that the Office of the Divisional Forest Officer had carried out the verification.

(v) It is further observed that in the circumstance, upon verification it is found that the minor minerals were used from illegal and unauthorized sources without payment of royalty, the PWD Authorities shall deduct amount(s) towards the royalty payable.

(vi) The said exercise to be completed within a period of 4(four) months from the date on which the copy of the judgment along with the certificate(s) are placed before the concerned Chief Engineer, PWD.

JUDGE

Pradip Kumar Kalita

 Digitally signed by Pradip Kumar Kalita
Date: 2026.03.09 18:02:55 +05'30'

Comparing Assistant