

GAHC010028402026



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

**Case No. : WP(C)/837/2026**

SRI GULJAR HUSSAIN CHOUDHURY  
S/O- MAKLISUR RAHMAN CHOUDHURY.  
RESIDENT OF VILLAGE- NITAINAGAR,  
P.O. AND P.S. - RATABARI,DISTRICT - KARIMGANJ, ASSAM

VERSUS

STATE OF ASSAM AND ORS  
REPRESENTED BY THE COMMISSIONER AND SPECIAL SECRETARY TO  
THE GOVERNMENT OF ASSAM, PUBLIC WORKS (ROADS) DEPARTMENT,  
DISPUR,GUWAHATI - 6

2:THE DEPUTY SECRETARY TO THE GOVERNMENT OF ASSAM  
ESTT-B BRANCH (CONFIDENTIAL CELL) PWRD  
DISPUR  
GUWAHATI - 6

3:THE CHIEF ENGINEER (BORDER ROADS)  
ASSAM  
CHANDMARI  
GUWAHATI - 3

4:THE SUPERINTENDING ENGINEER  
PWD (ROADS)  
CACHAR CIRCLE  
SILCHAR.

5:THE EXECUTIVE ENGINEER  
PWRD  
R.K. NAGAR  
T.R. DIVISION  
R. K. NAGAR

DIST. - SRIBHUMI  
ASSAM

6:MD. MONSUR AHMED  
S/O- NAYEEM UDDIN AHMED.  
RESIDENT OF - MAIDIHI  
WARD NO. 1  
SETTLEMENT ROAD  
DISTRICT- KARIMGANJ  
ASSAM  
PIN - 78871

**Advocate for the Petitioner** : A B T HAQUE, J. ROY,MR. D P BORAH,MS. P DAS

**Advocate for the Respondent** : SC, PWD,

**BEFORE**  
**HONOURABLE MR. JUSTICE MANISH CHOUDHURY**

**ORDER**

**16.02.2026**

Heard Mr. J. Roy, learned Senior Counsel assisted by Mr. D.P. Borah, learned counsel for the petitioner; and Mr. B. Gogoi, learned Additional Advocate General, Assam assisted by Mr. M. Bhuyan, learned counsel for the respondent nos. 1 to 5.

2. The petitioner, in this writ petition, has put to challenge two Office Letters - dated 19.01.2026 [Annexure-15] & dated 28.01.2026 [Annexure-16], which contain two directions. By the first direction, the Government in the Public Works Roads Department has directed the Chief Engineer, PWD [Border Roads & NEC Works ], Assam [the respondent no. 3] to direct the respondent no. 5 for immediate resumption of execution of the remaining part of the contract-work under PMGSY Package no. AS-13-278 by the respondent no. 6 and to ensure completion of the same before 31.03.2026. By the subsequent Letter dated 28.01.2026, the respondent no. 3 has directed the respondent no. 5 in the similar manner. By the second direction, an affidavit has been directed to be filed in W.P.[C] no. 4887/2025 to address the Court as regards the factual position of the case and to seek permission to proceed with

action as per the Office Letters - dated 17.06.2025 & dated 07.08.2025 - against the present petitioner. By the Office Letter dated 17.06.2025, the respondent authorities had inter alia directed for actions of liquidation / forfeiture of fixed deposit receipt / security deposit / performance security, etc. against the present petitioner. By the Letter dated 07.08.2025, it had been conveyed to the present petitioner about that commission of irregularities of the nature mentioned therein are found established in respect of the remaining part of the contract-work under PMGSY Package no. AS-13-278 awarded in favour of the present petitioner.

3. In so far as the direction made by these two Office Letters are concerned, an interim order dated 03.09.2025 passed in a writ petition, W.P.[C] no. 4887/2025, preferred by the petitioner herein, is in operation. Therefore, no further observation, at this stage, with regard to the second direction is called for in this writ petition.

4. In so far as the direction for immediate resumption of the contract-work is concerned, the petitioner has alleged that the direction is blatantly in violation of the Judgment and Order dated 30.11.2022 [Annexure-4] passed in W.P.[C] no. 2243/2021. The learned Senior Counsel appearing for the petitioner has submitted that the same is also in violation of the Order dated 11.11.2025 passed in a writ appeal, W.A. no. 379/2022 [Annexure-14].

5. The matter would require a detail consideration.

6. Issue notice, returnable on 06.03.2026.

7. As Mr. Bhuyan, learned counsel has appeared and accepted notices on behalf of the respondent nos. 1 to 5, issuance of formal notice to the said respondents is dispensed with. Mr. Borah, learned counsel for the petitioner shall furnish requisite nos. of extra copies of the writ petition along with the annexures, to Mr. Bhuyan within 3 [three] working days from today.

8. The petitioner shall take steps for service of notice upon the respondent no. 6 by

speed post within 3 [three] working days from today.

9. Initially, the contract-work, 'Construction & Maintenance of Anipur – Zamuang NEC Road to Dakshin Rampur under PMGSY Package no. AS-13-278' ['the Contract-Work', for short] was awarded to the respondent no. 6. Subsequently, due to failure on the part of the respondent no. 6 to execute to the Contract-Work in conformity of the terms and conditions of the concerned contract agreement, the same came to be terminated by an Order of Termination dated 09.12.2020. It transpires that after such termination, the remaining part of the Contract-Work was allegedly hurriedly awarded to the present petitioner. The concerned issues came up for consideration before a Co-Ordinate Bench of this Court in W.P.[C] no. 2243/2021, preferred by the respondent no. 6 as the writ petitioner. The writ petition was disposed of by a Judgment and Order dated 30.11.2022 [Annexure-4]. On the issue of termination, the Court had recorded a finding that the challenge to the termination of Contract-Work was not liable to be interfered with. Meaning thereby, the action taken by the respondent authorities to terminate the Contract-Work, earlier awarded to the respondent no. 6, was found to be correct. As regards the allotment of the remaining part of the Contract-Work to the present petitioner herein, the Court directed to proceed with further enquiry on the basis of revelations regarding commission of glaring anomalies on the basis of a fact finding Enquiry Report dated 06.04.2022.

10. After the Judgment and Order dated 30.11.2022, the respondent no. 2 in an Office Letter dated 05.06.2025 [Annexure-5] had recorded the finding that 'the original contract was never legally terminated'. The afore-quoted observation, in the considered view of this Court, was contrary to the judicial imprimatur received in the Judgment and Order as regards legality of the Order of Termination of the Contract-Work.

11. An intra-court appeal, W.A. no. 397/2022 [Monsur Ahmed vs. The State of Assam and others] was preferred by the respondent no. 6 against the Judgment and Order dated 30.11.2022, which was dismissed on withdrawal on 11.11.2025. In the Order dated 11.11.2025, the Hon'ble Division Bench pursuant to the enquiry had recorded that the allegation leveled by the appellant [Monsur Ahmed] i.e. the respondent no. 6 was found to be

correct. A submission was made before the Hon'ble Division Bench by the State respondents to the effect that the respondents, in their wisdom, had recalled the cancellation order and had directed the respondent no. 6 to entrust the remaining part of the Contract-Work to the appellant therein i.e. the respondent no. 6 herein vide Office Letter dated 07.08.2025 and the respondent no. 5 had acted accordingly vide Office Letter dated 19.08.2025. Before the Division Bench, a prayer was made by the appellant for withdrawal of the writ appeal and accepting the prayer, the appeal was dismissed as withdrawn on 11.11.2025.

12. In the impugned Office Letters, dated 19.01.2026 [Annexure-15] & dated 28.01.2026 [Annexure-16], a direction has been made for immediate resumption of the remaining part of the Contract-Work by the respondent no. 6. It is the direction for resumption of the Contract-Work, which is inter alia assailed in this writ petition.

13. Having gone through the materials / documents brought on record, it prima-facie appears that despite receipt of judicial imprimatur as regards legality and validity of the Termination Order passed against the respondent no. 6 herein, which order was passed by the respondents themselves, the basis of the decision to award of the remaining part of the Contract-Work in favour of the respondent no. 6 herein vide the subsequent Office Letters is the finding that 'the original contract was never legally terminated' recorded in an Office Letter dated 05.06.2026. Such finding was prima facie in disregard to the Judgment and Order dated 30.11.2022. With the dismissal of Writ Appeal no. 397/2022 on 11.11.2025, the Judgment and Order in W.P.[C] no. 2243/2021 could not be said to be wiped out of existence. The legality and validity of the manner in which the remaining part of the Contract-Work has been awarded to a contractor in default i.e. the respondent no. 6 is an issue arises for consideration.

14. The petitioner has claimed that after being allotted with the remaining part of the Contract-Work, he had executed a substantial portion of the Contract-Work. The petitioner has further contended that he had, in fact, completed the remaining part of the Contract-Work. These claims made by the petitioner would require factual determination because of the counter claims of the respondent authorities that the petitioner did not execute any work.

But, if any part of the Contract-Work was executed by the present petitioner, immediate resumption would wipe out the same. However, the basis to award the remaining part of the Contract-Work to the respondent no. 6 with the finding that 'the original contract was never legally terminated' is suggestive of an action taken contrary to the decision of the Hon'ble Single Judge dated 30.11.2022, which has not been interfered by the Order dated 11.11.2025 of the Hon'ble Division Bench. Finding prima facie force in such contention, this Court is of the view that the petitioner has made out a prima facie case for an interim order. In such view of the matter, the direction made in the impugned Office Letters - dated 19.01.2026 [Annexure-15] & dated 28.01.2026 [Annexure-16] - for immediate resumption of the Contract-Work by the respondent no. 6 shall remain in abeyance till the returnable date.

15. List the case on 06.03.2026 along with W.P.[C] no. 4887/2025.

**JUDGE**

**Comparing Assistant**