



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

Case No. : WP(C)/25/2025

M/S. M. AKAI KONYAK,
REPRESENTED BY ITS PROPRIETOR MR. M. AKAI KONYAK,
S/O MOBA,
R/O CHANGLANG VILLAGE,
PO AND PS ABOI,
DISTRICT MON, NAGALAND

VERSUS

THE STATE OF NAGALAND AND 3 ORS
REPRESENTED BY CHIEF SECRETAY,
GOVERNMENT OF NAGALAND, NAGALAND, KOHIMA

2:THE COMMISSIONER AND SECRETARY

DEPARTMENT OF TOURISM

GOVERNMENT OF NAGALAND

NAGALAND
KOHIMA

3:THE DIRECTOR

DEPARTMENT OF TOURISM

NAGALAND
KOHIMA

4:THE EXECUTIVE ENGINEER

DEPARTMENT OF TOURISM

NAGALAND
KOHIM

Advocate for the Petitioner : N. MOZHUI, N. RUPREO

Advocate for the Respondent : GOVT ADV NL,

BEFORE
HON'BLE MR. JUSTICE MANISH CHOUDHURY

JUDGMENT

Date : 22-09-2025

Heard Mr. N. Mozhui, learned counsel for the petitioner and Mr. N. Angami, learned Government Advocate, Nagaland for all the respondents.

2. The petitioner has instituted the instant writ petition under Article 226 of the Constitution of India seeking inter alia a direction to the respondent authorities to disburse a sum of Rs. 40,74,000/- on the ground that the said amount has remained outstanding and payable by the State respondents in respect of four nos. of contract works executed by the petitioner on behalf of the State respondents.

3. The petitioner has stated that he is a Class-I Contractor registered with the Nagaland Public Works Department [NPWD]. The petitioner has further stated that he was allotted four contract-works, namely, [i] 'Integrated Tourist Travel Circuit at Aboi-Chaohachingngnyu-Changlang-Jakphang-Changlangshu-Sangsangnyu [SH : Construction of Budget Accommodation Morung style at Changlang]'; [ii] 'Integrated Tourist Travel Circuit at Aboi-Chaohachingngnyu-Changlang-Jakphang-

Changlangshu-Sangsangnyu [SH : Furnishing of Budget Accommodation at Changlang]; [iii] 'Integrated Tourist Travel Circuit at Aboi-Chaohachingngnyu-Changlang-Jakphang-Changlangshu-Sangsangnyu [SH : Construction of Open-Air-Theater with Green Room and Toilet Facility at Aboi (Changlangshu)]; and [iv] 'Integrated Tourist Travel Circuit at Aboi-Chaohachingngnyu-Changlang-Jakphang-Changlangshu-Sangsangnyu [SH : Construction of Boundary Wall at Changlang] [hereinafter collectively referred to as 'the Contract-Works', for short] by four nos. of Work Orders, all dated 10.02.2014, issued under the hand of the Additional Director [CSS], Directorate of Tourism, Nagaland.

4. As per the Work Orders, the Contract-Works were allotted to the petitioner at the rates indicated therein, with regard to the Schedule of Rates [SOR], 2010 of the NPWD. It is the further case of the petitioner that the time period for completion of the four Contract-Works was 18 months. The petitioner has asserted that on receipt of the Work Orders, he proceeded to execute all the Contract-Works and after completion of the Contract-Works, the same were verified/inspected by the Village Council at Changlang. To that effect, the said Village Council had issued a Certificate certifying that the Contract-Works had been duly executed by the petitioner.

5. The petitioner has projected that the total Contract-Amount of the four Contract-Works was Rs. 40,74,000/-. Though the petitioner approached the respondent authorities for issuance of the completion certificate and for disbursement of the Contract-Amount, neither any completion certificate had been issued by the State respondents nor the

State respondents had disbursed any amount. Hence, the writ petition seeking the relief, mentioned above.

6. Mr. Mojhui, learned counsel for the petitioner has submitted that the respondent authorities had neither disbursed the Contract-Amount nor even any part of it taking a plea that the Contract-Works were allotted pursuant to a Scheme, 'Product Infrastructure Development of Destination and Circuit' floated by the Central Government and the Scheme was funded by the Central Government. The State respondents are denying the claim of the petitioner on the pretext that the Central Government stopped financing the Scheme mid-way and the authorities in the State Government are not responsible and liable to make any payment.

7. Mr. Angami, learned Government Advocate, Nagaland appearing for the State respondents has referred to the statements and averments made in the affidavit-in-opposition. He has submitted that the Village Council is not the competent authority to issue any completion certificate in respect of the Contract-Works awarded to a contractor [the petitioner] by the State Government. He has contended that the petitioner never brought the fact of completion of the Contract-Works to the knowledge of the respondent authorities to enable the respondent authorities to verify about due completion of the Contract-Works to issue any completion certificate. In absence of any verification process of the Contract-Works, the genuineness of the claim regarding their completion cannot be ascertained. Moreover, if the petitioner had completed the Contract-Works within a time period of 18 months after award of the Contract-Works on

10.02.2014, the petitioner has miserably failed to explain the delay in approaching the Court. He has further submitted that since the claim of the petitioner, in essence, is a money claim, the writ petition has suffered from abnormal delay and laches as the petitioner has shown to have made a representation only on 20.01.2025. He has further submitted that the petitioner has not brought the Contract-Agreements, if any, on record.

8. I have considered the contentions of the learned counsel for the parties and have also perused the materials brought on record by the parties through their pleadings.

9. The petitioner has annexed copies of the Work Orders of the four Contract-Works, all dated 10.02.2014, wherefrom it is discernible that the petitioner was to be awarded four Contract-Works for execution. The Contract-Agreements, if any, for the four Contract-Works were, however, not brought on record. As per the statements of the petitioner himself, he had executed the Contract-Works within a time period for 18 months from 10.02.2014. The total money claim of the petitioner is Rs. 40,74,000/- against the four Contract-Works he has claimed to have executed fully.

10. Since the Contract-Works were awarded by the Directorate of Tourism, Government of Nagaland, it is the Directorate of Tourism, Government of Nagaland who had to verify the Contract-Works for reaching a satisfaction that the Contract-Works had been executed duly in terms of the Work Orders and the Contract-Agreements signed between the parties. The Work Orders, all dated 10.02.2014 stipulated that the

Contractor had to execute the Contract-Agreement within ten days therefrom and the Contract-Works were to be executed as per the drawings, specifications, etc. decided by the respondent authorities. The Village Council was not involved either in award of the Contract-Works or in making disbursement of the Contract-Amount. The Village Council is clearly an extra-departmental authority who could not have the authority to issue any Completion Certificate with regard to the Contract-Works.

11. Except a bald statement that the petitioner had approached the respondent authorities for release of the Contract-Amount, the petitioner has not been able to bring any documentary evidence to indicate that before 20.01.2025, he had submitted representations during the period immediately after alleged completion of the Contract-Works.

12. In **State of Madhya Pradesh and another vs. Bhailal Bhai**, the Hon'ble Supreme Court, while observing that the laws of limitation do not as such apply to the granting of relief under Article 226 of the Constitution, has held that the Court should keep in mind the maximum period fixed by the legislature for granting relief of recovery of money by a suit in a civil court. It has been observed that the time within which a relief by a suit in a civil court is to be brought, may ordinarily be taken to be a reasonable standard by which delay in seeking remedy under Article 226 of the Constitution of India can be measured. When the delay is more than the said period, it would be proper for the Court to hold that it is unreasonable. The period of limitation prescribed for recovery of money under the Limitation Act is three years from the date of the cause of

action.

13. Section 18 of the Limitation Act has provided that a fresh period of limitation begins when there is a written and signed acknowledgment of liability. But, the acknowledgement must be made before the original limitation period expires. It is also settled that a delayed representation does not restart the limitation period or create a fresh cause of action.

14. There is another significant factor involved in the present case. If the claim of the petitioner regarding completion of the Contract-Works within eighteen months from the date of the four Work Orders is accepted, then it is also to be accepted that the execution of the Contract-Works might have been completed by the year 2015. Delay or laches is one of the factors which is to be borne in mind by the High Court when it decides to exercise the discretionary powers under Article 226 of the Constitution. On the aspect of delay and laches which disentitles a party from seeking the discretionary relief under Article 226 of the Constitution of India, the Hon'ble Supreme Court in **Chennai Metropolitan Water Supply & Sewerage Board and others vs. T.T. Murali Babu, [2014] 4 SCC 108**, has held as under :-

16. Thus, the doctrine of delay and laches should not be lightly brushed aside. A writ court is required to weigh the explanation offered and the acceptability of the same. The court should bear in mind that it is exercising an extraordinary and equitable jurisdiction. As a constitutional court it has a duty to protect the rights of the citizens but simultaneously it is to keep itself alive to the primary principle that when an aggrieved person, without adequate reason, approaches the court at his

own leisure or pleasure, the court would be under legal obligation to scrutinise whether the lis at a belated stage should be entertained or not. Be it noted, delay comes in the way of equity. In certain circumstances delay and laches may not be fatal but in most circumstances inordinate delay would only invite disaster for the litigant who knocks at the doors of the court. Delay reflects inactivity and inaction on the part of a litigant — a litigant who has forgotten the basic norms, namely, 'procrastination is the greatest thief of time' and second, law does not permit one to sleep and rise like a phoenix. Delay does bring in hazard and causes injury to the lis.

15. In **Union of India and others vs. Puna Hinda**, reported in [2021] 10 SCC 690, a Notice Inviting Tender [NIT] was issued for construction and improvement of road under Special Accelerated Rural Development Programme [SARDP]. The bid value of the petitioner was accepted at Rs. 31,87,58,950.00/- and the work order was issued. The said work order was amended by the parties on 15.03.2012 leading to enhanced work cost at Rs. 35,03,15,695.23/-. The work order had provided the details of the work to be carried out and the estimated amount payable for each work with rate of each work. The work was divided into three parts and the measurement process for payment was specified in the general conditions of the contract. The contractor completed one part of the work and a joint survey of the work was carried out by a board of officials. However, the said joint survey report was rejected by the competent authority at the Headquarter. The contractor filed a writ petition after submitting a final bill, claiming a sum of ₹ 23,68,11,589.02. The High Court allowed the writ petition and the matter was carried to the Hon'ble Supreme Court of India by appeal. The appellant Union of India

contended that there were serious disputes about the facts in respect of the authenticity of the joint final report and the work done and therefore, such dispute in questions of fact could not have been adjudicated by the writ court as disputed questions of fact relating to recovery of money could not have been entertained by the High Court under the writ jurisdiction. The Hon'ble Supreme Court of India had allowed the appeal with the following observations :-

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 crystallized. 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.

16. Having gone through the statements and averments made in the affidavit-in-opposition of the State respondents, it does not emerge that the State respondents have admitted its liability. The State respondents have asserted that the completion of the Contract-Works was never verified by them. Any admission of liability is to be made essentially within

the period of limitation as prescribed by the laws of limitation as its spirit is followed in a writ petition. Any admission of liability beyond the period of limitation, as per Section 18 of the Limitation Act, 1963, does not extend the period of limitation. It is also settled that filing of repeated representations also does not extend the period of limitation. This Court in light of the above discussions, is of the clear view that the writ petition has suffered from delay and laches.

17. Having regard to the scope and ambit of the power of judicial review in a case involving disputed questions of facts and in view of non-admission of liability by the State respondents, this Court is of the considered view that the present writ proceeding is found to be not the proper and appropriate proceeding. As a corollary, the writ petition is not to be entertained.

18. The petitioner herein is a Class-I Contractor. Therefore, it is not acceptable that the petitioner is not aware of the consequences likely to arise from delay and laches on his part.

19. Summing up, for all the afore-stated reasons, the writ petition is not to be entertained and deserves to be dismissed. It is accordingly, dismissed. There shall, however, be no order as to costs.

Sd/-

JUDGE

Comparing Assistant