Court on its own motion Vs. National Highway Authority of India and Ors. a/w connected matter

CWPIL No.86 of 2025 a/w
CWPIL No.46 of 2026

Item No.D-19 **CWPIL No.86 of 2025**

19.05.2026 **Present**: Court on its own motion.

Col. Ajay Singh, Regional Officer NHAI and Mr. Anand Kumar, PD Shimla, HP is present in person with Mr. K.D. Shreedhar, Senior Advocate with Ms. Shreya Chauhan, Advocate, for respondent No.1/NHAI.

Mr. Gobind Korla, Additional Advocate General, for respondents No.2 and 5/State.

Mr. Ashil Bhushan, Advocate, for Mr. Rajesh Kashyap, Advocate, for respondent No.3-HPSEBL.

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Ms. Narvada, Advocate, for Mr. Ajay Vaidya, Advocate, for the petitioner.

Mr. Bharat Bhushan, Senior Panel Counsel, for respondent No.1/UOI.

Col. Ajay Singh, Regional Officer NHAI and Mr. Anand Kumar, PD Shimla, HP is present in person with Mr. K.D. Shreedhar, Senior Advocate with Ms. Shreya Chauhan, Advocate, for respondents No.2 and 3/NHAI.

Mr. Gobind Korla, Additional Advocate General, for respondents No.4 and 5/State

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Notice issued to respondent No.4 has been received back after validly served. However, none has put in appearance on behalf of respondent No.4.

In pursuance to the last order, Col. Ajay Singh, Regional Officer NHAI and Mr. Anand Kumar, Project Director, Shimla, HP, are present along with other officials of the NHAI.

From a perusal of the status report filed by respondent No.1-NHAI, it is evident that the Detailed Project Report (DPR) for the proposed 4-laning stretch from Majrihatta to Nalagarh Chowk was done on 27.09.2017, which is approximately 31.195 KMs. Out of 31.195 kms, 13 KMs work is falling in the State of Haryana and the rest 18.195 KMs of work is falling in the State of Himachal Pradesh.

The EPC Contract Agreement for the work of 4-laning from the end of the Pinjore bypass to Baddi-Nalagarh was awarded to M/s Patel Infrastructure Limited, vide Letter of Acceptance dated 30.09.2021, for a contract amounting to Rs.469 crores. The appointed date was 05.04.2022, and the scheduled date for completion of work was 30.09.2024.

According to the Agreement, the Contractor was required to redevelop and rehabilitate the existing lane structures, which were the part of scope of work. It is mentioned that due to non-availability of the proposed Right of Way (RoW) in contiguous stretches, the said Contractor was unable to mobilize full resources and

substantial possession of complete land was provided in March 2025. The Contractor expressed unwillingness to continue the project and requested for a foreclosure, which was duly acceded to by a Settlement Agreement signed on 09.10.2025.

The stand now taken is that avoidable administrative lapses not only impeded timely possession, but also led to fragmented handovers, which was completed in March, 2025, almost 3 years, after the passing of the contract.

Vide order dated 08.09.2025, we had specifically directed respondent No.1 to give details, as to when the project was taken over, the number of contractors engaged to complete the work, the stage of work, the reasons for delay, the amounts awarded so far, the value of the contracts and the approximate date of completion, but nothing has come on record to show that how much amount was paid to the Contractor, out of the contract value of Rs.469/- crores and how he has now been allowed the foreclosure.

The reason, as such, that the land was not available, does not find favour with us, as we were under the impression that any such project has only to be given, once the NHAI completed the process of acquisition and took possession of the land. The matter

thus requires scrutiny, as to the process, which has been followed by NHAI.

No counter has also been filed to the affidavit filed by the HPSEBL, whereby an effort, as such, has been made to shift the responsibility on the shifting of HT Lines.

Faced with this situation, learned Senior Counsel for the NHAI, prays for time to file a comprehensive affidavit.

It has also been averred, as per the affidavit filed in October, 2025, that maintenance work, as such, has been given to M/s Road Tech India and the agency has commenced work for laying paver blocks and bituminous work in Baddi area (photographs enclosed as Annexure R1/2). The progress of maintenance was held up on account of continuous rainfall. Another Agency M/s Bhambhu Builders has been also deployed for carrying out the maintenance work and the bids had been invited on 30.10.2025. Accordingly, let the necessary details of maintenance of contracts be also placed on record and whether any substantial progress has been made regarding the tender, which has been issued. Needful be done on or before the next date of hearing.

Concerned officers/officials shall remain present on the next date of hearing.

List the matter on **30.06.2026**.

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Ms. Shreya Chauhan, Advocate, for respondent No.2 and 3 prays for and is granted time to file reply. Needful be done on or before the next date of hearing.

(G.S. Sandhawalia)
Chief Justice

(Bipin C. Negi)
Judge

19th May, 2026
(Gaurav Rawat)