

**IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P.(C) No.7569 of 2025**

M/s Shilpi Construction, represented through its Power of Attorney Holder – Shri Upendra Kumar Sharma, aged about 70 years, Son of Late Koleshwar Sharma, Resident of In front of Block Office, Village – Sirsiya, P.O. - Sirsiya, P.S. - Giridih (M), District – Giridih (Jharkhand) having it's office at Sirsiya, Near – Block Gate, PO + PS – Sirsiya, District – Giridih (815301) Jharkhand.

..... Petitioner

Versus

1. The State of Jharkhand, through the Chief Secretary at Project Building, PO- Dhurwa, PS- Jagarnathpur, District- Ranchi- 834004 (Jharkhand).
2. Principal Secretary, Urban Development and Housing Department, at Project Building, 4th Floor, PO- Dhurwa, PS- Jagarnathpur, District-Ranchi- 834004 (Jharkhand).
3. Principal Secretary, Department of Drinking Water and Sanitation, at Nepal House, PO+PS- Doranda, Ranchi-834002 (Jharkhand).
4. Executive Officer, Dumka Municipal Council, Nagar Palika Chowk, PO-Dumka, P.S.- Dumka Town, Dumka-814101 (Jharkhand).

..... Respondents

CORAM: HON'BLE MR. JUSTICE RAJESH KUMAR

For the Petitioner : Mr. R. N. Sahay, Sr. Advocate
Mr. Yashvardhan, Advocate
Mr. Kirtivardhan, Advocate
Mr. Ritesh Singh, Advocate
Mr. Aditya Aman, Advocate
For the Resp.-State : Mr. Ashish Kumar, AC to SC (Mines)-III

02/Dated: 19th January, 2026

1. Heard the parties.
2. The present writ petition has been filed for the following reliefs :-

“(a) For the issuance of an appropriate Writ, Order or Direction in the nature of Mandamus, commanding the Respondents to immediately release the outstanding payment of the admitted dues arising out of Contract entered by and between the Petitioner Company and Respondent No. 4

(Executive Officer, Dumka Municipal Council) for Rs. 1,70,29,021.54/- (Rupees One Crore Seventy Lakhs Twenty-Nine Thousand Twenty-One and Fifty-Four Paise Only) in respect of work executed under the Agreement No. 156 of 2018-19 dated 09.03.2019 plus 18% GST + 1% labour cess to be added in the admitted dues, which has been withheld by the respondents without any issuance of formal order, without initiating any proceeding, without affording any opportunity of hearing, in complete violation of principles of Natural Justice in the most arbitrary and illegal manner.

(b) Further be pleased to direct the Respondents to immediately release the outstanding payment of the admitted dues arising out of Contract entered by and between the Petitioner Company and Respondent No. 4 being Rs. 57,00,500/- relating to additional work for the repair executed under Agreement No. 156 dated 09.03.2019 related to the intake well, water treatment plant, and also Water Tower near Shiv Hill components, including electric and mechanical utility repairs and maintenance in the pump house, total amount being the legally admitted and substantiated dues of the Petitioner plus 18% GST+1% labour cess to be added to the admitted dues.

(c) Further be pleased to hold that the Petitioner is entitled for an interest of 18% Per annum on the admitted dues from the date of accrual till the date of actual payment, which has been withheld by the Respondents without issuance of any formal order, without any rhyme and reason and in the most arbitrary and whimsical manner.

(d) For the issuance of a direction upon the Respondents to consider and dispose of the Petitioner's repeated representations including but not limited to as contained under the letter vide

reference no. being SPC-900 dated 07.12.2024, SPC-856 dated 09.05.2024, SPC-846 dated 01.03.2024, SPC-767 dated 19.03.2023, SPC-453 dated 20.09.2019 made by the Petitioner Company time and again (Annexure- 2 Series)."

3. Admittedly the cause of action had arisen in the year 2021 i.e. on 30.04.2021, as per the statement made in the writ petition itself.

4. Paragraph No.7 of the writ petition reads as under :-

"7. That it is humbly stated and submitted that the Petitioner entered into Agreement No.156/ 2018-19 dated 09.03.2019 by and between Petitioner and Respondent No.4 (Executive Officer, Dumka Municipal Council) for maintenance and operational work under the Dumka Urban Water Supply Scheme for continuation of operations under the same scheme until 30.04.2021."

5. Thus, the present writ petition has been filed beyond three years of the law of limitation.

6. It is clear that the writ jurisdiction cannot be used to circumvent the law of limitation if otherwise barred.

7. It is a contractual matter and the law of limitation prescribed for three years limitation and as such, this Court finds no reason to entertain the present writ petition beyond the law of limitation and accordingly the same is, hereby, dismissed.

8. Pending interlocutory application, if any, stands disposed of.

9. However, the petitioner is at liberty to work out his remedy in accordance with law.

(Rajesh Kumar, J.)

19th January, 2026
Ravi-Chandan/-
Uploaded on 20.01.2026