

**IN THE HIGH COURT OF MANIPUR  
AT IMPHAL**

**WP(C)No.419 of 2022**

VPR Intcon Pvt. Ltd. Having its registered office at C6A, 16B, Janakpuri, New Delhi-110058 represented by its authorized signatory namely Shri Laishangbam Vidyasagar Singh, aged about 40 years, S/o Gameshwar Singh Dolon Laishangbam of Konthoujam Maning Leikai, CRPF Langjing, PO Langjing & PS. Patsoi, Imphal West District, Manipur-795113.

**...Petitioner**

**– Versus –**

1. The Manipur Tribal Development Corporation Ltd(A Government of Manipur Undertaking) represented by its Managing Director, MTDC Ltd. Having its office at Lamphelpat, PO & PS Lamphelpat, Imphal West, Manipur-795004.
2. The Chairman, Manipur Tribal Development Corporation Ltd. (A Government of Manipur Undertaking) having its office at Lamphelpat, PO & PS Lamphel, Imphal West, Manipur-795004.

**.... Respondents.**

BEFORE

**HON'BLE THE ACTIING CHIEF JUSTICE MR. M.V. MURALIDARAN**

For the Petitioner : Mr. N. Jotendro Sr. Adv assisted by  
Mr. Murtaza Ahmed.  
For the Respondents : Mr. Ph. Sanajaoba, Adv.  
Date of order. : 22.02.2023

**JUDGMENT & ORDER**  
**(oral)**

[1] Heard Mr. N. Jotendro, learned senior counsel assisted by Mr. Murtaza Ahmed, learned counsel appearing for the petitioner and Mr. Ph. Sanajaoba, learned counsel appearing for the respondents.

[2] This writ petition has been filed by the petitioner seeking the prayers as follows:-

*ii) issue a writ in the nature of mandamus or any other appropriate writ of the like nature as to why the respondents shall not release the undisputed outstanding bills amounting to Rs 278.35 lacs (Rupees two seventy eight point three five lacs) against the total contract to the petitioner.*

*iii) direct the respondents to release the said outstanding amount within certain stipulated period as the petitioner had completed the execution of the said work on 28<sup>th</sup> February 2018, and the building was duly handed over on 7<sup>th</sup> May 2018:*

[3] Mr. N. Jotendro, learned senior counsel appearing for the petitioner represented that the petitioner has completed the work undertaken by him fully as per the work order dated 14.04.2014 for the construction of B-type School Building and related components of Kendriya Vidyalaya Bhakli(Haryana) within certain stipulated period as the petitioner had completed the execution of the said work on 28<sup>th</sup> February, 2018 and the building was duly handed over on 7<sup>th</sup> May, 2018 to the respondents but till date the respondents have not settled the bill amount.

[4] After the completion of the said work, the petitioner had approached to the respondents on several occasions to release the undisputed bill amount for the sum of Rs. 278.35 Lakh but the respondents have not paid the said amount.

[5] Initially the respondents have accepted that the petitioner has completed the work assigned to it in all respect but they failed to pay the undisputed outstanding bills amounting to Rs. 278.35 lakh. It is the further case of the petitioner that the Cheque for the amount alleged by the petitioner was issued by giving photo copy of the cheque was shared with the petitioner and the petitioner started waiting for the payment of the outstanding amount, however, the cheque so prepared was only handed over to the petitioner towards the final outstanding bill of the petitioner despite the lapse of the mandatory period of three months which stands lapsed by October 2020 and even after the lapse of mandatory period of

the cheque, the petitioner once again started pursuing the respondents for payment of the outstanding amount but without any success. But now the respondents started giving new pleas for delaying the release of outstanding payment of the petitioner that as the final payment was not released from the Kendriya Vidyalaya Sangathan, the respondents is not in a position to release the full and final bill No.14 of the petitioner. Therefore, without any other alternative, the petitioner has approached this Court and filed the present writ petition seeking the above prayer.

[6] Mr. N. Jotendro, learned senior counsel appearing for the petitioner further argued that the Hon'ble Apex Court and various High Courts including the Hon'ble Court of Delhi in case titled ***North Delhi Municipal Corporation –Vs- Varinder Jeet Singh*** has categorically held that non-availability of funds is no ground for delay the payment of contractors. He further stated that the respondent Nos. 1 & 2 in their counter affidavit has states that the respondents specifically and categorically stated that the document annexed as Annexure-A/9 which is alleged to be the copy of 14<sup>th</sup> R/A and Final bill of Rs. 278.35 lakhs dated 30.03.2020 was never communicated to the petitioner's company and the same was a draft copy yet to be approved by the concerned authority of the Corporation on different levels.

[7] The learned senior counsel appearing for the petitioner further submitted that the respondents have their counter affidavit by stating that

due to non-availability of funds, the respondents are not able to make necessary payment till now. The respondents also undertake in the writ petition by requesting to wait till the release of balance outstanding amount from Kendriya Vidyalaya Sangathan Headquarters(KVS HQ) and assure that Manipur Tribal Development Corporation(MTDC) will definitely make the approved payment after receiving of the said outstanding balance. Therefore, the petitioner has prayed this Court to direct the respondents to pay the amount.

[8] Mr. Ph. Sanajaoba, learned counsel appearing for the respondents represented that it is the admitted fact that due to non-availability of funds for this project, the respondents are not able to make till now. They also filed counter affidavit by stating that the petitioner was requested to wait till the release of balance outstanding of Rs. 273.44 lakhs from Kendriya Vidyalaya Sangathan Headquarters(KVS HQ) and assure that Manipur Tribal Development Corporation(MTDC) will definitely make the approved payment after receiving of the said outstanding balance. Therefore, he prayed this Court to dismiss the writ petition.

[9] Considering the nature of the writ petition and the para 4 of the counter affidavit filed by respondent Nos. 1 & 2 on 05.02.2022, it is made clear that the respondents have admitted that the petitioner is entitled to get the amount after the release of the amount from Kendriya Vidyalaya Sangathan Headquarters(KVS HQ).

[10] Accordingly,

(a) the writ is disposed of.

(b) the respondents are directed to pay, on receipt of the outstanding balance from Kendriya Vidyalaya Sangathan Headquarters(KVS HQ), the undisputed outstanding amount of Rs. 278.35 Lakhs, as early as possible to the petitioner.

[11] With the above direction, this writ petition is disposed of.

**ACTING CHIEF JUSTICE**

*John Kom*