

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

Review. Pet. No. 41 of 2025

1. The State of Manipur through the Commissioner (Works), Government of Manipur at Secretariat Building, Mantripukhi, Imphal West-795001.
2. The Chief Engineer, P.W.D., Manipur at Khuyathong Imphal-795001.
3. The Executive Engineer, Building Division No. III, P.W.D., Manipur at Khoyathong-795001.
4. The Commissioner/Secretary (Health), Government of Manipur at Secretariat Building, Mantripukhi, Imphal West-795001.
5. The Director of Health Services at Lamphel, Imphal West District, Manipur-795001. **Review Petitioners**

Vs.

Shri K. Shantabiren Singh, aged about 62 years, S/o (L) K. Kullachandra Singh of Taobungkhok Awang, P.O. Langjing & P.S. Patsoi, Imphal West District, Manipur-795001. **Respondent**

**B E F O R E
HON'BLE MR. JUSTICE AHANTHEM BIMOL SINGH**

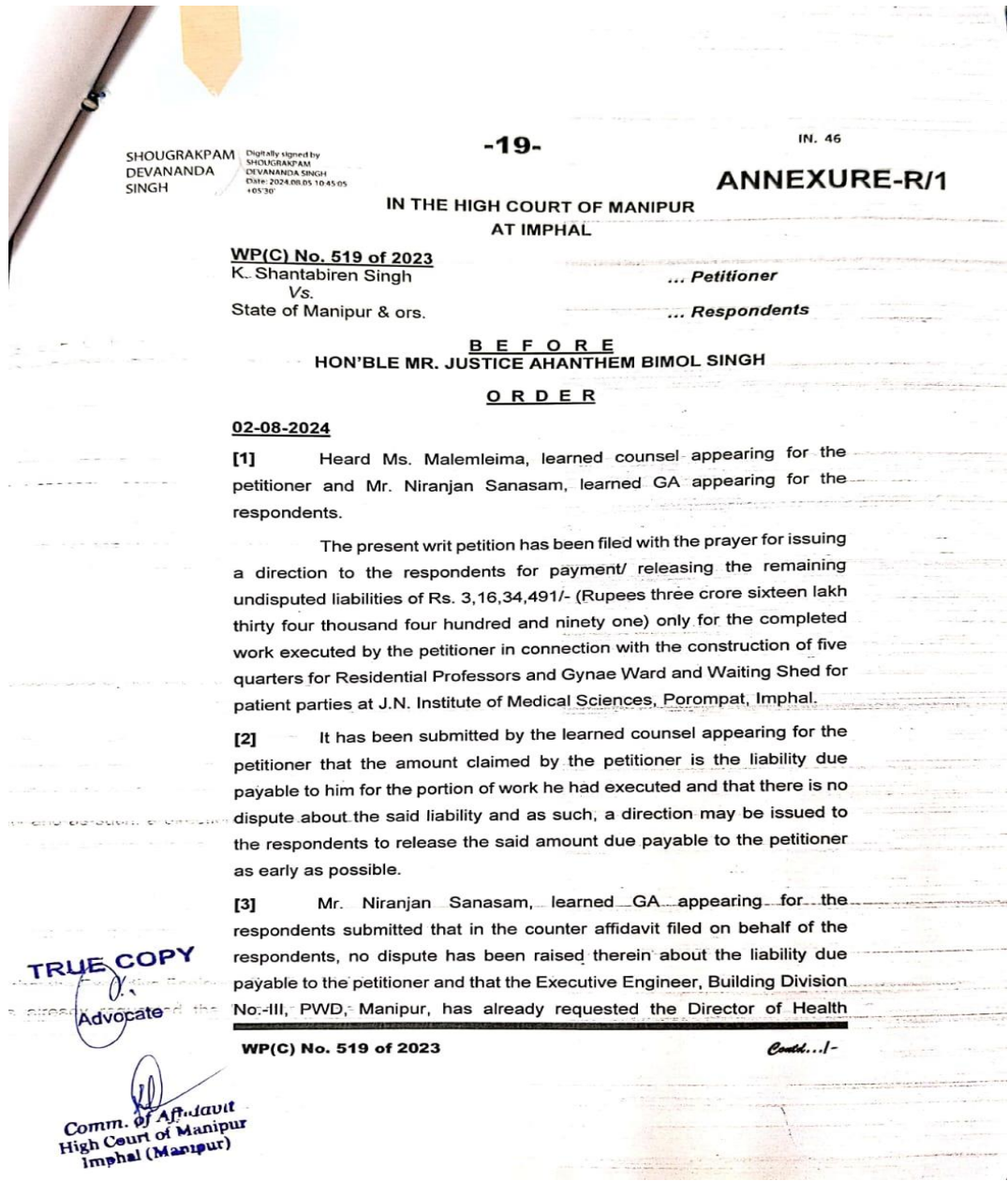
For the Petitioners : Mr. Lenin Hijam, AG assisted by Mr. O. Ratankumar, Advocate.
For the respondent : HS Paonam, Sr. Advocate assisted by Mr. Dijeshwor, Advocate.
Date of Hearing : 01.04.2026.
Date of Order (Oral) : 01.04.2026.

ORDER (ORAL)
01.04.2026

[1] Heard Mr. Lenin Hijam, learned AG assisted by Mr. O. Ratankumar, learned counsel appearing for the petitioners and Mr.

HS Paonam, learned senior counsel assisted by Mr. Dijeshwor, learned counsel appearing for the respondent.

The present review petition has been filed with a prayer for reviewing/modifying the order dated 02.08.2024 passed by this Court in WP (C) No. 519 of 2023 (impugned order for short). As the impugned order is a short one, scan copy of the same are reproduced hereunder:-



Services for releasing certain amounts for execution of the work mentioned hereinabove and for payment of the liability claimed by the petitioner by writing two letters, both dated 17-08-2023. The learned GA further submitted that the present writ petition can be disposed of by directing the respondents to expedite the payment of the petitioner's liability within a reasonable period.

[4] After hearing the submission advanced by the learned counsel appearing for the parties and on perusal of the record, this court is of the considered view that the present writ petition can be disposed of by directing the respondents to expedite the payment of the undisputed bill due payable to the petitioner as early as possible in any case not later than six months from the date of receipt of a certified copy of this order.

Ordered accordingly.

With the aforesaid direction, the present writ petition is disposed of.

JUDGE

Devi

TRUE COPY
Advocate

WP(C) No. 519 of 2023

Comm. of Affidavit
High Court of Manipur
Imphal (Manipur)

[2] The main ground raised by the petitioners in assailing the impugned order is that after passing of the said impugned order and on advise from the learned Advocate General, Manipur, a

Committee of Engineers was constituted by PWD to verify the petitioners' financial claims. However, as the report submitted by the said Committee lacked key clarifications as it neither quantified the percentage of physical progress achieved nor assessed contractual obligations or compliance, it was difficult to ascertain whether the writ petitioners' claimed liabilities were justified.

[3] Subsequently, the Administrative Department with approval of the competent authority constituted an Independent Committee of Engineers consisting of expert engineers from various department under the Government of Manipur for assessing the status of the contractual work carried by the writ petitioner (Respondent herein) and the liability claimed by him.

Thereafter, the said Independent Committee submitted its report dated 01.12.2025 and in the report, it has been stated that out of the amount of Rs. 3,16,48,088/- (three crore sixteen lakh forty eight thousand and eighty eight only) claimed as liability by the Respondent, an amount of Rs. 1,28,36,934/- (one crore twenty eight lakh thirty six thousand nine hundred and thirty four) was executed without authorization of the Client Department and thus, the said amount is treated as an unauthorized excess claim. According to the said report submitted by the Independent

Committee of Engineers, the actual payable liability or balance amount to be paid to the Respondent is Rs.1,88,11,154/- only.

[4] On the basis of such report, the present review petition has been filed with the prayer for modifying or reviewing the impugned order.

[5] I have heard at length the submission advanced by the learned AG appearing for the petitioners and Mr. HS Paonam, learned senior counsel appearing for the respondent.

[6] The learned AG, relying on the judgment rendered by the Hon'ble Apex Court in the case of "***State of U.P. and Ors. vs. Bridge & Roof Company (India) Ltd.***" reported in (1996) 6 SCC 22 more particularly at Para 16 of the said judgment, submitted that any dispute relating to interpretation of the terms and conditions of a contract cannot be agitated and could not have been agitated in a writ petition and that such dispute can be resolved by arbitration as provided by the contract or by Civil Court as the case may be.

[7] It has also been submitted by the learned AG that so far as the disputed amount is concerned, the claimed made by the petitioners in a writ petition was not maintainable at all. For easy reference para 16 of the said judgment are reproduced hereunder:-

"16. Firstly, the contract between the parties is a contract in the realm of private law. It is not a statutory contract. It is governed by the provisions of the Contract Act or, maybe, also by certain provisions of the Sale of Goods Act. Any dispute relating to interpretation of the terms and conditions of such a contract cannot be agitated, and could not have been agitated, in a writ petition. That is a matter either for arbitration as provided by the contract or for the civil court, as the case may be. Whether any amount is due to the respondent from the appellant-Government under the contract and, if so, how much and the further question whether retention or refusal to pay any amount by the Government is justified, or not, are all matters which cannot be agitated in or adjudicated upon in a writ petition. The prayer in the writ petition, viz., to restrain the Government from deducting a particular amount from the writ petitioner's bill(s) was not a prayer which could be granted by the High Court under Article 226. Indeed, the High Court has not granted the said prayer."

[8] On a bare perusal of the impugned order extracted hereinabove, it is crystal clear that the said impugned order was passed as a consent order, in that, it has been clearly stated by the learned Government Advocate appearing for the respondents in the said writ petition that in the counter affidavit filed on behalf of the State respondents, no disputes have been raised about the liability due payable to the petitioner and recording such submission, the impugned order has been passed.

[9] On careful examination of the ground raised on behalf of the petitioners for filing the present review petition, which arouse subsequent to the passing of the impugned order and also taking into consideration that the impugned order had been passed as a consent order, this Court is of the considered view that the

petitioners have failed to point out any error which is apparent on the face of the record.

It is trite in law that a review petition can be entertained only when it is pointed out that there is an apparent error on the face of the record. In the present case, the petitioners have failed to point out any apparent error on the face of the record. In fact the ground raised by the petitioners for filing the review petition is based on a report made after the disposal of the writ petition. Accordingly, this Court cannot accept such ground as an apparent error on the face of the record. Therefore, this Court is not inclined to entertain this review petition.

[10] So far as the case law cited by the learned AG is concerned, it is to be noted that while passing the impugned order, the parties in the writ petition neither raise any dispute with regard to the liability claimed by the respondent nor has this Court gone into any dispute or decided such dispute about any contract between the parties. The said impugned order has been passed as a consent order on the basis that the amount claimed by the petitioners is an undisputed bill. In such view of the matter, this Court is of the considered view that case laws cited by the learned AG is not applicable in the fact and circumstances of the present

case. Accordingly, the present review petition is dismissed as being devoid of merit. However, taking into consideration the facts and circumstances of the present case, there will be no order as to costs.

JUDGE

FR/NFR

Sapana