



IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No.21969 of 2023

CNR No.ODHC010532562023

***Maa Palasbudhi Electrical & Civil
Construction, Jajpur***

....

Petitioner

Mr. Sudeep Kumar Sarangi, Advocate

-Versus-

***TATA Power Northern Orissa
Distribution Limited, Corporate Office,
Balasore & Ors.***

....

Opposite Parties

Mr. A.K. Sahoo, Advocate
For TPNODL, Balasore

Mr. A. K. Budhia, Advocate
For O.P.-9

CORAM:

HON'BLE THE CHIEF JUSTICE

AND

HON'BLE MR. JUSTICE CHITTARANJAN DASH

ORDER

30.09.2026

Order No.

13. 1. Heard learned counsel for both the Parties.
2. The Petitioner claims to have been entrusted with electrification work under the Soubhagya LT & Service Connection Scheme of the Government of India in three Electrical Sections, namely, Neulpur, Jarka and Kundapatna under Dharmasala Block, and contends that despite execution of the work, the dues payable to him have not been released. The Petitioner had earlier approached this Court, pursuant to which, by order dated 05.01.2023 passed in W.P.(C) No.23 of 2023, Opposite Party No.1 was directed to consider his representation. Pursuant thereto, a communication dated



23.02.2023 was issued, which is under challenge in the present writ petition.

3. The grievance of the Petitioner is essentially with regard to non-payment of his claim for the work allegedly executed by him. The Petitioner asserts that he had been allotted the entire work and had furnished the Joint Measurement Certificates in respect of the work executed in the aforesaid three Electrical Sections. He further challenges the Minutes of Meeting dated 01.06.2022, on the basis of which the work was stated to have been apportioned between the Petitioner and Opposite Party No.9.

4. The claim, however, is disputed by the Opposite Parties. TPNODL contends that the Petitioner had only executed the balance/pending work left by Opposite Party No.9 and that the Petitioner is entitled to payment only for such work. It is also contended that the matter involves disputed questions of fact relating to the JMCs and the allocation of work between the Petitioner and Opposite Party No.9.

5. At the outset, it needs to be noticed that the present dispute arises out of a contractual transaction and concerns the Petitioner's claim for payment under the terms of the agreement. In ***Tata Motors Limited vs. The Brihan Mumbai Electric Supply & Transport Undertaking (BEST) and Others***, reported in 2023 SCC OnLine SC 671, the Hon'ble Supreme Court has reiterated the restraint to be exercised by a writ Court while examining a decision relating to tender or award of contract, as follows:

“52. Ordinarily, a writ court should refrain itself from imposing its decision over the decision of the employer as to



whether or not to accept the bid of a tenderer unless something very gross or palpable is pointed out. The court ordinarily should not interfere in matters relating to tender or contract. To set at naught the entire tender process at the stage when the contract is well underway, would not be in public interest. Initiating a fresh tender process at this stage may consume lot of time and also loss to the public exchequer to the tune of crores of rupees. The financial burden/implications on the public exchequer that the State may have to meet with if the Court directs issue of a fresh tender notice, should be one of the guiding factors that the Court should keep in mind. This is evident from a three-Judge Bench decision of this Court in **Association of Registration Plates v. Union of India and Others**, reported in (2005) 1 SCC 679.

53. The law relating to award of contract by the State and public sector corporations was reviewed in **Air India Ltd. v. Cochin International Airport Ltd.**, reported in (2000) 2 SCC 617 and it was held that the award of a contract, whether by a private party or by a State, is essentially a commercial transaction. It can choose its own method to arrive at a decision and it is free to grant any relaxation for bona fide reasons, if the tender conditions permit such a relaxation. It was further held that the State, its corporations, instrumentalities and agencies have the public duty to be fair to all concerned. Even when some defect is found in the decision-making process, the court must exercise its discretionary powers under Article 226 with great caution and should exercise it only in furtherance of public interest and not merely on the making out of a legal point. The court should always keep the larger public interest in mind in order to decide whether its intervention is called for or not. Only when it comes to a conclusion that overwhelming public interest requires interference, the court should interfere.

54. As observed by this Court in **Jagdish Mandal v. State of Orissa and Others**, reported in (2007) 14 SCC 517, that while invoking power of judicial review in matters as to tenders or award of contracts, certain special features should be borne in mind that evaluations of tenders and awarding of contracts are essentially commercial functions and principles of equity and natural justice stay at a distance in such matters. If the decision relating to award of contract is bona fide and is in public interest, courts will not interfere by exercising powers of judicial review even if a procedural aberration or error in assessment or prejudice to a tenderer,



is made out. Power of judicial review will not be invoked to protect private interest at the cost of public interest, or to decide contractual disputes.”

6. At the same time, the existence of disputed questions of fact does not warrant that the Petitioner’s grievance be left without consideration by the competent authority, particularly when the dispute concerns the measurement and payment for work allegedly executed under a public utility scheme and the departmental records themselves contain material relating to the quantities of work executed by the respective parties. The appropriate course, in the facts of the present case, would therefore be to require the competent authority to examine the claim on the basis of the original records and the relevant measurement documents, without this Court expressing any opinion on the competing claims.

7. Accordingly, without expressing any opinion on the merits of the claim of the Petitioner or the rival claim of Opposite Party No.9, Opposite Party No.1 i.e. Tata Power Northern Orissa Distribution Limited, through its Chief Executive Officer, is directed to consider and dispose of the Petitioner’s claim for payment in respect of the work allegedly executed by him under the Soubhagya Scheme in the Neulpur, Jarka and Kundapatna Electrical Sections, with reference to the relevant work orders/allotment records, Joint Measurement Certificates, the Minutes of Meeting dated 01.06.2022, the subsequent records and other materials available on record. All such questions are left open to be considered by the competent authority in accordance with the relevant records and applicable contractual terms.



8. While undertaking the aforesaid exercise, the competent authority shall specifically examine the rival claims regarding the extent of work executed by the Petitioner and Opposite Party No.9 and the consequential entitlement to payment. The Petitioner as well as Opposite Party No.9 shall be afforded an opportunity of hearing before any final decision affecting their respective claims is taken.

9. The aforesaid exercise shall be completed within a period of four (04) weeks from the date of communication of this order with a reasoned and speaking decision and shall be communicated to the Petitioner within one (01) forthwith thereafter.

10. With the aforesaid observations and directions, the writ petition stands disposed of.

(Harish Tandon)
Chief Justice

(Chittaranjan Dash)
Judge

AK Pradhan/Priyanka

Signature Not Verified

Digitally Signed
Signed by: PRIYANKA BARIK
Reason: Authentication
Location: High Court of Orissa, Cuttack
Date: 06-Oct-2026 10:14:29