



CWP-38903-2025

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**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

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Date of Decision: 13.05.2026

M/s A.P. Earthmovers and another

...Petitioners

Versus

State of Punjab and others

...Respondents

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. A.P.S. Sandhu, Advocate for the petitioners

Mr. Ishan Kaushal, Assistant Advocate General, Punjab

Mr. Sanjeev Soni, Advocate for respondent Nos.3 and 4

JAGMOHAN BANSAL, J. (Oral)

1. The petitioners through instant petition under Articles 226/227 of the Constitution of India are seeking direction to the respondents to release payments with respect to services rendered by them.

2. As per petition, petitioner No.1 is claiming that it has supplied vehicles to Municipal Corporation, Amritsar (for short '**Corporation**') for carrying out garbage collection work. Petitioner No.2 is claiming that it has supplied petrol/diesel to contractors who had carried out work of garbage collection for the Corporation. Both the parties are having independent cause of action still have been made party in one petition.

3. On being asked, learned counsel for the petitioners expressed his inability to dispute that there was no contract between petitioners and Corporation with respect to services rendered by them, however, submits



that petitioners have rendered services to M/s Averda Waste Management Investments India Private Limited which in turn had entered into contract with Corporation. The main contractor did not complete work and petitioners, at the request of respondent, continued to discharge their work. They cannot be denied payment. The respondent had made payment to two similarly situated sub-contractors i.e. Kavita Enterprises and MAP Associated.

4. Mr. Sanjeev Soni, Advocate appeared and filed his Power of Attorney on behalf of respondent Nos.3 and 4. The same is taken on record. Registry is directed to tag the same at an appropriate place.

5. Learned counsel for respondents Nos.3 and 4 submits that payment to aforesaid parties has been made on account of work executed by them directly for the Corporation. As the Corporation had directly availed their services, thus, payment was made. There was no contract between the petitioners and Corporation. They, as per their choice, supplied petrol or vehicles to contractors. As the petitioners were not privy to contract, the Corporation cannot be asked to make payment by this Court.

6. Heard the arguments and perused the record.

7. From the perusal of record, it is evident that no contract executed between the petitioners and Corporation exists. The petitioners may have rendered services or supplied material to main contractor. They have every right to raise claim against the contractor. In the agreement, there is no clause which permits contractor to execute sub-contract(s). All these questions are disputed questions of fact which cannot be adjudicated by this

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Court while exercising writ jurisdiction under Article 226 of the Constitution of India.

8. In the wake of above discussion and findings, the petition stands disposed of with liberty to petitioners to avail remedies as permissible by law.

(JAGMOHAN BANSAL)
JUDGE

13.05.2026
Mohit Kumar

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No