

IN THE HIGH COURT AT CALCUTTA
[CIRCUIT BENCH AT PORT BLAIR]

WPA/64/2026

M/s Neha Builders & Roadways

Vs

The Andaman & Nicobar Administration & Ors.

Mr. Deep Chaim Kabir, Sr. Adv.

Mr. S. Ajith Prasad ... for the petitioner

Mr. Rakesh Kumar ... for the Respondents

April 22, 2026
[AKB]
Item No.2

1. The petitioner has filed the instant writ petition challenging the order of termination dated 21.01.2026 passed by the Respondent No. 6 (Executive Engineer) whereby, the agreement dated 08.05.2025 has been terminated and the petitioner has suffered punitive action, including forfeiture of security deposit and blacklisting.

2. It is submitted that the petitioner participated in the tender for the work of construction of village road and became the successful bidder. Subsequently, an agreement has been executed with respondent No.6.

3. During the execution of the work, it revealed that the estimated cost mentioned in the tender notice did not correspond to the actual work required for completing the construction of village road, since soil estimate prepared by the respondent No.6 has been inaccurate and the actual work involved a much higher quantity of soil. It is submitted that the petitioner, commenced work on 09.09.2024 and which has been due to be completed by 08.05.2025 but in the midst of the

ongoing work the petitioner found that the estimate given by the Engineer is inaccurate and the actual amount work involved much higher quantity of soil.

4. The petitioner informed the same by way of a representation dated 20.12.2024 to respondent No.6. However, such request has not been acceded to by the authority concerned. On various occasions, representation have been made with regarding the difficulties in completing the work accordingly and for rectification of earth filling done, but the same have not been considered properly. Moreover, the petitioner has been served with a notice of final action under clause 3 of the agreement dated 21.01.2026 for termination of the agreement and debarring the petitioner from participating in the retender process for the balance work.

5. Learned counsel for the petitioner submits that the impugned action is a classic case of 'bias' and 'conflict of interest'. It is contended that the Respondent No.6 being the same authority who floated the tender and supervised the work, could not have acted as the sole adjudicatory authority to decide on the breach of contract and subsequent imposition of penalties. It is further submitted that the contract contain an arbitration clause the same is not a absolute bar to the maintainability of the writ petition especially when the state action is palpably arbitrary and in violation of the principle of natural justice.

6. The respondent vehemently opposes the maintainability of the writ petition. It is submitted that the dispute is purely

contractual in nature arising out of a commercial agreement. Clause 25 of the Agreement provides for a Dispute Redressal Mechanism through Arbitration. It is further contended that Respondent No.6 is the competent authority under the tender document to assess the progress of work. Since the petitioner failed to complete the work within the time mentioned in the agreement, the petitioner has been terminated to protect public interest and thus prays for relegating the matter to the appropriate forum.

7. In the conspectus of the above facts adumbrated herein, I find that there are certain factual disputes which preclude this Court from exercising its writ jurisdiction.

8. Having heard the parties and upon perusing the records, this Court finds substance in petitioner's grievance regarding the *nemo judex in sua causa* doctrine. When Respondent No. 6 who is deeply involved in the day today execution and disputes of the project, takes a decision to impose punitive action without an independent review, which creates a reasonable apprehension of arbitrariness and biasness.

9. I direct hereby the Secretary, Rural Development, respondent No. 3 to constitute a committee in terms of the clause 25 of the agreement dated 08.05.2025 within a period of six weeks in order to resolve the impasse and adjudicate the dispute involved herein.

10. In view of the above the impugned order dated 21.01.2026 is quashed and set aside.

11. It is made clear that the committee so constituted shall not include the respondent No.6 as a member of the committee and shall engage any other independent members for adjudication.

12. In view of the above the writ petition is disposed of.

13. Urgent photostat certified copy of this order, if applied for, is to be given to the parties on priority basis on compliance of all legal formalities.

(Smita Das De, J.)