

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

WP(C) No. 530 of 2023

Amunliu Panmei & ors.

... Petitioners

Vs.

State of Manipur & ors.

... Respondents

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

19-10-2023

Heard Mr. N. Ibotombi, learned senior counsel assisted by Ms. Babina, learned counsel appearing for the petitioners, Mrs. L. Monomala, learned GA appearing for the respondent No. 1, Mr. Ch. Ngongo, learned senior counsel assisted by Ms. Reena Chongtham, learned counsel appearing for the respondents No. 2 and 3.

The simple case of the petitioners is that all the three petitioners are the wife and children of one Shri Keibamdi Panmei, who was a Special Class Contractor. During the life time of the said Shri Keibamdi Panmei, he executed a contract work in terms of the Work Order dated 17-03-2015 issued by the Executive Engineer-I, Planning & Development Authority, Manipur. After the completion of the said contract work, the authorities released some part of the bill, however, some remaining balance amount is yet to be paid to the said Contractor. It has been submitted by the learned senior counsel appearing for the petitioners that before the balance amount could be released by the authorities, the said Contractor expired. Accordingly, the present writ petition had been filed by the present three petitioners, who are the legal heirs of the said Contractor with a prayer for directing the respondents to release the said balance amount due payable to the said expired Contractor.

In para 5 of the counter affidavit filed by the respondents No. 2 and 3 i.e., the PDA, Manipur and the Executive Engineer-I, PDA, it has been clearly stated that the outstanding amount due payable to the said Contractor is Rs. 5,01,70,803.00/- (Rupees five crore one lakh seventy thousand eight hundred and three) only.

Mr. N. Ibotombi, learned senior counsel appearing for the petitioners submitted that since the concerned authorities have admitted in

their counter affidavit that the balance amount due payable to the said Special Class Contractor is Rs. 5,01,70,803.00/-, the present writ petition can be disposed of by directing the respondents No. 2 and 3 to release the said amount in favour of the petitioner No. 2. The learned senior counsel further submitted that there will be no impediment in issuing such direction for releasing the balance amount in favour of the petitioner No. 2, inasmuch as the other two remaining petitioners i.e., 1 and 3 have already executed the Authorization Letter dated 16-10-2023 for receiving the said amount on their behalf also. The learned senior counsel further submitted that the respondents No. 2 and 3 may also be directed to pay the GST of the said balance amount through the GST Account of the petitioner No. 2 so as to avoid any complicity.

Mr. Ch. Ngongo, learned senior counsel representing the respondents No. 2 and 3 fairly submitted that he has no objection in disposing of the present writ petition by issuing a direction as prayed for by the learned senior counsel appearing for the petitioners.

In view of the submission made by the learned counsel appearing for the parties and after careful examination of the materials available on record, this court is of the considered view that the present writ petition can be disposed of with the following directions:-

- (a) The respondents No. 2 and 3 are hereby directed to release the balance amount of Rs. 5,01,70,803.00/- (Rupees five crore one lakh seventy thousand eight hundred and three) only to the petitioner No. 2, who is representing all the respondents for receiving the said amount, within a period of one month from today; and
- (b) The respondents No. 2 and 3 are further directed to deposit the GST amount of the said balance amount due payable to the petitioners through the GSTIN Account of the petitioner No. 2 i.e., GSTIN: 14ERCPP9347E1ZM, which has been enclosed in the rejoinder affidavit filed by the petitioners.

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

JUDGE

Devananda