

GAHC010253152022



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/8/2023

BAKKAR ALI
S/O. LATE NAYAN ALI,
R/O. VILLAGE- BIRUBARI,
P.S.- PALTANBAZAR,
GUWAHATI-16,
DISTRICT- KAMRUP(M), ASSAM.

VERSUS

THE STATE OF ASSAM AND 3 ORS
REPRESENTED BY THE COMMISSIONER AND SECRETARY TO THE
GOVERNMENT OF ASSAM,
WATER RESOURCE DEPARTMENT,
DISPUR, GUWAHATI-6.

2:THE EXECUTIVE ENGINEER
GUWAHATI WEST W.R. DIVISION
BHARALUMUKH
GUWAHATI-9.

3:THE SUPERINTENDING ENGINEER

PALASHBARI TOWN PROTECTION

W.R. CIRCLE

GUWAHATI- 09.

4:THE CHIEF ENGINEER
WATER RESOURCE DEPARTMENT
GOVT. OF ASSAM
CHANDMARI

GUWAHATI-03

Advocate for the Petitioner : MR. M A SHEIKH

Advocate for the Respondent : SC, WATER RESOURCE

BEFORE
HONOURABLE MR. JUSTICE MANISH CHOUDHURY

ORDER

Date : 16-10-2023

Heard Mr. Sheikh Ateef, learned counsel appearing on behalf of Mr. M.A. Sheikh, learned counsel for the petitioner and Mr. R.M. Das, learned Standing Counsel, Water Resources Department for all the respondents.

2. It is the case of the petitioner that he had executed 3 [three] nos. of Contract-Works, for the respondent authorities in the Water Resources Department. The petitioner has averred that against the 3 [three] nos. of Contract-Works executed by him, he submitted the final bill for an amount of Rs. 5,49,765/-, in total. The petitioner has annexed 3 [three] nos. of Work Orders issued in favour of him, dated 12.11.2012, dated 15.11.2012 & dated 19.11.2012 as Annexure-1 to Annexure-3 in support of his such claim. The writ petition has been preferred seeking *inter alia* a direction to the respondent authorities to disburse an amount of Rs. 5,49,765/-.

3. The respondent no. 4 i.e. the Chief Engineer, Water Resources Department has filed an affidavit-in-opposition, on 11.09.2023, wherein it has been admitted that the petitioner had executed the Contract-Works allotted to him under the Flood Management Program Scheme of the respondent authorities. It is further averred to the effect that as per records available with the office of the

respondent no. 4, the bill value of the Contract-Works executed by the petitioner was Rs. 3,62,000/-, instead of Rs. 5,49,765/-, claim by him. It has been stated that the funds of the Flood Management Program Scheme is shared by the Government of India and the Government of Assam. On release of funds from the Government of India, a part-payment to the extent of Rs. 1,09,879/- has already been disbursed in favour of the petitioner in March, 2023 along with other similarly situated contractors. It is further averred that the outstanding liability, as on date, payable in respect of the Contract-Works executed by the petitioner is Rs. 2,52,121/-. It has been averred that the said outstanding amount dues of Rs. 2,52,121/- will be paid on receipt of required fund from the Government of India.

4. Mr. Das, learned Standing Counsel, Water Resources Department projecting the above scenario, has submitted that since the remaining liability to the extent of Rs. 2,52,121/- has been admitted by the respondent no. 2 as the Head of Department, this writ petition can be disposed of in the line of the directions made in the Full Bench judgment of this Court, rendered on 29.09.2008 in Writ Appeal no. 484/2005 [Tamsher Ali & Ors. vs. State of Assam & Ors.], reported in 2008 [4] GLT 1 [FB] and similar other 194 writ petitions.

5. Since the liability to the extent of Rs. 2,52,121/- has been admitted by the respondent no. 3 as the Head of Department, as outlined in Tamsher Ali [supra], this writ petition is disposed of by directing the respondent no. 3 to disburse the outstanding liability of Rs. 2,52,121/- in strict conformity with the directions given by the Full Bench in Tamsher Ali [supra] by strictly adhering to the chronological order as regards payment, on receipt of necessary funds from the Government of India.

6. This order disposes of the writ petition.

JUDGE

Comparing Assistant