

GAHC010274592019



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

Case No. : WP(C)/8358/2019

M/S. SANWAR MAL KHETAWAT
A REGD. PARTNERSHIP FIRM HAVING ITS REGD. OFFICE AT TARUN RAM
PHUKAN ROAD, P.O. HAIBARGAON IN THE DIST. OF NAGAON, ASSAM
AND IS REP. BY ITS DULY AUTHORIZED PARTNER, SHRI SANJAY KUMAR
KHETAWAT.

VERSUS

THE UNION OF INDIA AND 8 ORS.
REP. BY THE SECY., MINISTRY OF HOUSING AND URBAN AFFAIRS,
NIRMAN BHAWAN, NEW DELHI- 110011.

2:THE CENTRAL PUBLIC WORKS DEPARTMENT
GROUND FLOOR
A-WING
NIRMAN BHAWAN
NEW DELHI- 110011 REP. BY ITS DIRECTOR GENERAL.

3:THE DIRECTOR GENERAL
C.P.W.D.
GROUND FLOOR
A-WING
NIRMAN BHAWAN
NEW DELHI- 110011 REP. BY ITS DIRECTOR GENERAL.

4:THE SPL. D.G. (ER-II)
C.P.W.D.
GARCHUK
GUWAHATI
ASSAM
PIN- 781035.

5:THE CHIEF ENGINEER (NORTH EAST ZONE-II)
C.P.W.D.

GPRA COMPLEX
GANDHIGRAM
AGARTALA- 799012
TRIPURA.

6:THE SUPERINTENDING ENGINEER
C.P.W.D.
SILCHAR CENTRAL CIRCLE
CHIRUKANDI ROAD
TARAPUR
SILCHAR- 788033
ASSAM.

7:THE EXECUTIVE ENGINEER
C.P.W.D.
SILCHAR CENTRAL CIRCLE
CHIRUKANDI ROAD
TARAPUR
SILCHAR- 788033
ASSAM.

8:THE DIRECTOR GENERAL
C.R.P.F.
BLOCK NO. 1
C.G.O. COMPLEX
LODHI ROAD
NEW DELHI- 110003.

9:THE DY. INSPECTOR GENERAL OF POLICE (WORKS)
DTE.
C.R.P.F.
BLOCK NO. 1
C.G.O. COMPLEX
LODHI ROAD
NEW DELHI- 110003.

10:THE SECRETARY
TO THE GOVERNMENT OF INDIA
THE MINISTRY OF HOME AFFAIRS
NEW DELHI

Advocate for the Petitioner : MR G N SAHEWALLA

Advocate for the Respondent : MR. K GOGOI (CGC)

**BEFORE
HONOURABLE MR. JUSTICE MANISH CHOUDHURY**

ORDER

Date : 17-02-2023

Heard Mr. G.N. Sahewalla, learned Senior Counsel assisted by Ms. T.J. Sahewalla, learned counsel for the petitioner and Mr. K. Gogoi, learned Central Government Counsel [CGC] for all the respondents.

2. In the instant writ petition instituted under Article 226 of the Constitution of India, the petitioner has claimed that pursuant to a bidding process, the petitioner was awarded a contract work – 'Construction of 164 nos. of family quarters [T-II/100, T-III/38, TIV/15, T-V/8 and T-VI/3] for Group Centre, CRPF at Dayapur, Silchar [Assam] including Development, Water Supply and Sanitary Installation, Drainage and Internal Electrical Installation' – ['the Contract-Work', for short] at a contract value of Rs. 19,73,20,546/-.

3. It is the case of the petitioner that the petitioner was able to complete the Contract-Work successfully on 29.02.2016 and thereafter, submitted its final bill for the Contract-Work. When the bill amount against the Contract-Work was not paid by the respondent authorities, the petitioner made a claim for an amount of Rs. 5,38,55,113/- by serving a Legal Notice dated 22.10.2018 upon the respondents. In response to the Legal Notice dated 22.10.2018, the respondent no. 7 replied vide a letter dated 21.12.2018 admitting a liability to the extent of Rs. 5,73,29,072/-. Contending that at the time of issuance of the Legal Notice dated 22.10.2018, the petitioner did not mention the escalation charges and the differential amount, the petitioner had raised his claim subsequently to Rs. 6,22,19,493/-.

4. The instant writ petition has been preferred seeking **inter alia** to the respondent authorities to disburse an amount of Rs. 6,22,10,493/- along with interest @ 18% against the execution of the Contract-Work under reference.

5. The respondent authorities in the Central Reserve Police Force [CRPF] through its

Deputy Inspector General of Police, Groups Centre CRPF, Guwahati has filed an affidavit-in-opposition on 03.10.2020 traversing the contentions of the petitioner made in the writ petition. In paragraph nos. 8 & 10, the respondent authorities has admitted their liability against the Contract-Work to the extent of Rs. 5,73,29,072/- and denied the claim of Rs. 5,38,55,113/- made by the petitioner's side and did not admit the claim of the petitioner to the extent of Rs. 6,22,10,493/-. The respondent authorities have stated that the said amount of Rs. 5,73,29,072/- could not be released due to non-release of funds.

6. Both Mr. Sahewalla, learned Senior Counsel for the petitioner and Mr. Gogoi, learned Central Government Counsel for the respondent authorities have submitted conjointly that since there is no dispute as regards the claim of the petitioner to the extent of Rs. 5,73,29,072/- is concerned, the writ petition can be disposed of at this stage, without dealing with the other claims of the petitioner, by directing the respondent authorities to process the claim of the petitioner to the extent of Rs. 5,73,29,072/-. At this stage, Mr. Gogoi, learned CGC has reiterated that the reason behind non-release of the amount of Rs. 5,73,29,072/- is due to non-release of fund and as such, a reasonable time period may be allowed to the respondent authorities to process the claim of the petitioner to the extent of Rs. 5,73,29,072/- and to disburse the same. According to Mr. Gogoi, a time period of 4 [four] months would be a reasonable time period for the respondent authorities to complete the exercise. Mr. Sahewalla, learned Senior Counsel for the petitioner has agreed to the submission of Mr. Gogoi, learned CGC.

7. In view of the broad consensus arrived at by the parties in the afore-stated manner, this Court is of the considered view that the instead of keeping this writ petition pending, the same can be disposed of with a direction to the respondent authorities to process the claim of the petitioner to the extent of the admitted liability i.e. Rs. 5,73,29,072/- and to disburse the same to the petitioner within the time period sought on behalf of the respondent authorities. Accordingly, the writ petition is disposed of with a direction to process the claim of the petitioner to the extent of liability admitted by the respondent authorities i.e. Rs. 5,73,29,072/- and to disburse the same to the petitioner by completing the entire exercise within a period of 4 [four] months from the date of receipt of a certified copy of this order.

The petitioner shall obtain certified copy of the same and submit it before the office of the respondent nos. 6 & 9.

8. In view of the admission of liability to the extent indicated above and the disposal of the writ petition as the parties have arrived at a consensus, this Court has not made an observation as regards the merits of the other claims of the petitioner against the Contract-Work and the petitioner is at liberty to take recourse to appropriate remedy available under the law.

9. This order disposes of the writ petition. No cost.

JUDGE

Comparing Assistant