

for refund of the earnest money deposited amounting to ₹46,280/- (Rupees forty-six thousand, two hundred and eighty) only.

2. Further prayer made in the writ petition is for a direction to the respondents to comply with the terms and conditions of the tender notice and tender agreement.

3. The brief facts of the case are that the petitioner is the successful bidder for certain works which were to be executed in the Institution of the respondents. As per the work order signed on 05-03-2021, it was stipulated that on the signing of a formal agreement, the writ petitioner was to complete the work within a period of three months from the date of the work order.

4. From the materials on record, it appears that the writ petitioner could not complete the work within the stipulated time for various reasons, including the Covid pandemic, wherein labourers were not available. It is noted further that the detailed conditions of contract were also provided wherein it was stipulated that the time allowed for carrying out the work shall be strictly observed. As the work could not be completed within the stipulated time, extension was sought by the writ petitioner and allowed by the respondents vide letter dated 27th September, 2021, and a further extension was granted vide letter dated 5th May, 2022 (Annexure-IV and Annexure-VII to the affidavit-in-opposition) filed by the respondents.

5. The aforesaid works as per the completion certificate issued on 4th November, 2022, was completed on 29th July, 2022. However, as the bills for the said works were not cleared by the respondents, the petitioner has been compelled to come before this Court by way of this instant writ application.

6. Mr. H.R.Nath, learned counsel for the petitioner submits that the writ petitioner is entitled for the entire contractual amount, inasmuch as, the works notwithstanding the delay which was caused by unavoidable circumstances, has been completed and that the respondents are satisfied with the quality of the work and have issued the said certificates for the same. He therefore prays that direction be issued that the respondents clear the entire contractual amount within a time frame.

7. Mr. S.Sen, learned counsel for the respondents, however submitted that the bills have not been cleared till date in view of the fact that the computation of the compensation payable by the writ petitioner, on account of delay as provided in Clause 2 of the Conditions of Contract, has not been completed.

8. Having heard the submissions of the learned counsel for the parties and considering the materials on record, this Court notes at the outset that in a contractual matter, specially for realisation of dues which, unless the amount is admitted and certified, a mandamus would not normally issue.

In the instant case however, the deadlock that has been reached, as observed, is because of the claim of the petitioner as against the stand of the respondents that they should be compensated as per the Conditions of the Contract for the delay clause.

9. In this view of the matter, therefore, in order to shorten the matter and not relegate the writ petitioner to other forums for realisation of his dues, it is directed that the respondents process the claim of the writ petitioner taking into account the terms and conditions of the contract, as also the factors that have caused the delay, and to thereafter settle the amount as expeditiously as possible. The entire exercise should be completed preferably within a period of three months from the date of this order.

10. Accordingly, with the above direction, this instant writ petition is closed and disposed of.

Judge

Meghalaya
13.02.2024
"Samantha PS"