

GAHC010089152024



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

Case No. : WP(C)/2456/2024

M/S JMK CONSTRUCTION AND SUPPLIER
@ PACKAGE NO (C AND D/55), REPRESENTED BY PROPRIETOR MR. JUGA
NANDA SARMA, AGED ABOUT 49 YEARS, S/O SHYAMA NANDA SARMA,
R/O BHUBANESWARI ROAD, KAMAKHYA, P.O.- KAMAKHYA, P.S.-
JALUKBARI, GUWAHATI-781010, DIST- KAMRUP (M), ASSAM

VERSUS

THE STATE OF ASSAM AND 2 ORS
REPRESENTED BY ITS COMMISSIONER AND SECRETARY, GUWAHATI
DEVELOPMENT DEPARTMENT, 4TH FLOOR, BLOCK-D, ASSAM
SACHIVALAYA, DISPUR, GUWAHATI-781006

2:GUWAHATI MUNICIPAL CORPORATION
REPRESENTED BY ITS COMMISSIONER
BHANGAGARH
GMDA BUILDING
GUWAHATI-781005

3:THE COMMISSIONER
GUWAHATI MUNICIPAL CORPORATION
BHANGAGARH
GMDA BUILDING
GUWAHATI-78100

Advocate for the Petitioner : MR S P DAS

Advocate for the Respondent : SC, GMC

B E F O R E
HON'BLE MR. JUSTICE NELSON SAILO
ORDER

15.05.2024

Heard Mr. S P Das, learned counsel for the petitioner and Mr. S Bora, learned Standing Counsel appearing for all the respondents. Having regard to the nature of the case projected by the parties, the writ petition is taken up for disposal as agreed to by the parties.

[2.] It is the case of the petitioner that he was allotted the execution of work of cleaning, distilling and maintenance of city drains in Guwahati city for the year 2020-21 under the Package No, C&D/55 and the contract price of Rs. 2,00,53,687.50 (*Rupees Two Crore Fifty Three Thousand Six Hundred Seventy & Fifty*) only in terms of his bid dated 22.02.2020. Accordingly, letter of acceptance was issued to the petitioner on 05.05.2021 and notice to proceed with work on 11.05.2021. The petitioner after having executed the work for about 28 days was given a show-cause notice on 08.06.2021 informing that the petitioner had only done approximately 25-30% of the works, which otherwise was not good enough according to the respondents. Therefore, the petitioner was asked to show cause as to why the contract agreement should not be terminated. Although the petitioner submitted a reply on 10.06.2021, the

contract was however terminated vide Communication dated 12.06.2021 with immediate effect.

[3.] The learned counsel for the petitioner submits that the limited prayer of the petitioner is that the petitioner should be paid for the amount of work which was already executed and which was measured by the Divisional Engineer of the respondents as mentioned in the show-cause notice as well as in the termination notice. The learned counsel also submits that a similar direction has also been passed in WP(C) No. 1622/2024 vide Order dated 20.03.2024.

[4.] Having regard to the materials available on record and the submissions made by the parties, the writ petition is disposed of with a direction to the respondents, more particularly the respondent No. 3, to pay the petitioner the executed quantity of work done as measured by concerned Divisional Engineer in the presence of the 3rd party monitoring agency engaged by the GMC in terms of the letter dated 12.06.2021 and 08.06.2021. The entire exercise should be carried out and payment made to the petitioner for the amount work done by him within a period of 6 (six) months from the date of a certified copy of this order.

[5.] The Writ Petition accordingly disposed of.

[6.] It is needless to mention herein that the Commissioner concerned shall examine and verify the work executed and thereafter make the payment.

JUDGE

Comparing Assistant