

GAHC020003162022



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

Case No. : WP(C)/119/2022

M/S H JEMU ENTERPRISES
GOVT. CONTRACTOR AND SUPPLIER.,
REG.NO. NPW/CL-1/657. I NSCU NO.3421,
OPP PENTECOSTAL CHURCH, PURANA BAAZAR,
DIMAPUR-797112, NAGALAND. REPRESENTED BY SHRI. M. JEMU

VERSUS

THE STATE OF NAGALAND AND 3 ORS
REPRESENTED BY THE PRINCIPAL SECRETARY TO THE GOVT. OF
NAGALAND, PHED, NAGALAND KOHIMA

2:THE FINANCE COMMISSIONER
FINANCE DEPARTMENT
NAGALAND KOHIMA

3:THE EXECUTIVE ENGINEER
PHED(RURAL)
NAGALAND KOHIMA

4:THE CHAIRMAN WATSAN COMMITTEE
TSEOPHENYU VILLAGE
TSEMINYU NAGALAN

Advocate for the Petitioner : MOA JAMIR

Advocate for the Respondent : GOVT ADV NL

**BEFORE
HON'BLE MR. JUSTICE DEVASHIS BARUAH**

ORDER

03.06.2024

Heard Mr. Moa Jamir, learned counsel appearing on behalf of the petitioner and Mr. Veto V. Zhimomi, learned Government Advocate appearing on behalf of the State respondents.

2. The instant writ petition has been filed claiming an amount of Rs. 5,45,541/- (Rupees Five Lakhs Forty-five Thousand Five Hundred and Forty-one) from the respondents. It is relevant to take note of that the respondent No. 4 was issued 2 (two) Work Orders. One Work Order was in respect of construction of a Tube Well with IRP (1 No.) at Tesophenyu Village wherein a total estimated cost was Rs. 16,05,055/- (Rupees Sixteen Lakhs Five Thousand Fifty-five). The second Work Order was of the same date for construction of 10,000 litres RCC Reservoir Tank (1 No.) at Tesophenyu Village of a value of Rs. 2,40,387.58/- (Rupees Two Lakhs Forty Thousand Three Hundred and Eighty Seven and Fifty-eight Paise). It has been alleged by the petitioner herein that the petitioner had in fact been sub-contracted by the respondent No. 4 to carry out the said work and as only some payment had been made and not the entire amount, the petitioner, therefore, has filed the instant writ petition seeking direction for payment of Rs. 5,45,541/- (Rupees Five Lakhs Forty-five Thousand Five

Hundred and Forty-one).

3. On the other hand, this Court duly takes note of the affidavit-in-opposition filed by the respondent Nos. 1, 2 and 3 wherein it has been stated at paragraph 4 that against the amount of Rs. 16,05,055/- (Rupees Sixteen Lakhs Five Thousand Fifty-five) and an amount of Rs. 15,88,812/- (Rupees Fifteen Lakhs Eighty-eight Thousand Eight Hundred and Twelve) had been duly paid and against the amount of Rs. 2,40,387.58/- (Rupees Two Lakhs Forty Thousand Three Hundred and Eighty-seven and Fifty-eight Paise) an amount of Rs. 2,37,498/- (Rupees Two Lakhs Thirty-seven Thousand Four Hundred and Ninety-eight) had been duly paid. All these payments were paid to the respondent No. 4 to whom the contract was awarded. This Court also have taken note of the enclosures to the said affidavit which categorically shows that the said amounts were duly paid to the respondent No. 4 by way of Bank Transfer.

4. Under such circumstances, in the opinion of this Court, the grievance of the petitioner can at best be a grievance against the respondent No. 4 and not against the State authorities. In that view of the matter, the remedy of the petitioner would be *qua* respondent No. 4 and not the State respondents. Accordingly, this Court is of the opinion that the instant writ petition is not maintainable against the State respondents for which the instant proceedings are dismissed on the ground of maintainability.

5. Be that as it may, the dismissal of the instant petition shall not preclude the petitioner to approach the civil courts for

seeking relief against the respondent No. 4, if so permissible under law.

Sd/-
JUDGE

Comparing Assistant