

**IN THE HIGH COURT OF MANIPUR
AT IMPHAL**

WP(C) No. 660 of 2024

M/S K. Chaoba & Sons Construction

.....Petitioner/s

- Versus -

State of Manipur & 2 Ors.

.... Respondent/s

BEFORE
HON'BLE MR. JUSTICE A. GUNESHWAR SHARMA

Order

17.02.2025

[1] Heard Ch. Bimolchandra, learned counsel for the petitioner and Mrs. Ch. Sundari, learned G.A. for the State respondent.

[2] The petitioner approached this Court praying for a direction to the respondent to release the undisputed bill amount of Rs. 14,43,008/- for the execution of contract works with the interest of 18%. The prayer is reproduced below:

- “(i) to issue rule nisi calling upon the respondents to show cause as to why an appropriate writ should not be issued and the reliefs as prayed for in this petition should not be granted;*
- (ii) to issue a writ of mandamus or certiorari and /or any other appropriate writ/order/directions to the respondents for payment of the undisputed bill amount for the execution of different contract works to the petitioner amount to Rs. 14,43,008/- (Rupees fourteen lakhs forty three thousand two hundred and eight) only for due execution of the contract work within a stipulated period with interest of 18% per annum;*
- (iii) to direct the respondents for payment of compensation to the petitioner for causing monetary loss, injury, undue hardship and prejudice for failure of payment of the undisputed bills entitled to him in time;*

- (iv) *cost of the petition;*
- (v) *to pass any such order/orders or direction as Your Lordships deem fit and proper, in the circumstances and facts fo the case for the ends of justice.”*

[3] While the petitioner has undertaken the contract work for construction of 3 ACR at Mayanglangjing UPS School, Imphal West for an estimated cost of Rs. 30,71,698/- and upper completion of the contract work, the admitted due amount has not been paid.

[4] Mrs. Ch. Sundari, learned G.A., refers to para 5 of the counter affidavit wherein it is stated that in the work order dated 26.04.2021 issued by the Executive Engineer, Division No. 1, Education Engineering Wing, Education (S) Department, Manipur, it is written that the bill will be paid only when 3 % contingency fund is available in the EEW account and at present, there is insufficient fund in the account of the department as contingency fund is not available at the moment.

[5] Heard the submissions of the learned counsel for the parties and perused the materials on record.

[6] On perusal of the work order dated 26.04.2021, it is clearly seen that the bill will be paid when 3% contingency fund is available in the EEW account (i.e. Education Engineering Wing). The contract was completed in time and even after the period of 3 years, the amount due of Rs. 14,43,008/- is yet to be cleared by the department. Since the amount is undisputed and considering the difficulty faced by the department, this Court is of the opinion that writ petition may be disposed of by giving a period of 6 months to the department to clear the undisputed amount.

[7] With this observation, writ petition is disposed of.

[8] Furnish a copy of this order to the learned counsel appearing for the parties.

JUDGE

Kh. Joshua Maring

KH.
JOSHUA
MARING

Digitally signed by
KH. JOSHUA
MARING
Date: 2025.02.19
16:23:35 +05'30'