



Serial No. 06
Supplementary List

HIGH COURT OF MEGHALAYA
AT SHILLONG

Arb. P. No. 4 of 2025

Date of Decision: 06.03.2026

M/s Turtle Infra,
Through constituted Attorney
Mr. Sharif Ansari,
Having office address at:
1103/D, Esha Emerald, Bidwewadi,
Lullanagar Road, Market Yard, Pune,
Maharashtra-411037,
E-mail-turtle.infrastructure@gmail.com

.... Petitioner(s)

Versus

Union of India
Through Chief Engineer HQ,
Military Engineering Services (MES)
Shillong Zone, Eastern Command,
Spread Eagle Fall, Shillong-793011,
E-mail-dircontcezs2-mess@gov.in

... Respondent(s)

Coram:

Hon'ble Mr. Justice H. S. Thangkhiew, Judge

Appearance:

For the Appellant(s) : Mr. H. Miah, Adv.

For the Respondent(s) : Dr. N. Mozika, DSGI with
Ms. M. Myrchiang, Adv.



i)	Whether approved for reporting in Law journals etc:	Yes/No
ii)	Whether approved for publication in press:	Yes/No

JUDGMENT AND ORDER (ORAL)

1. Hear Mr. H. Miah, learned counsel for the appellant.
2. Also heard Dr. N. Mozika, learned DSGI assisted by Ms. M. Myrchiang, learned counsel for the respondent.
3. Dr. N. Mozika, learned DSGI at the bar has submitted that as far as the dispute that has been raised in the present Section-11 application, the respondents have resolved the matter, and to this effect a letter dated 25.02.2026, has been produced. He submits that for the cumulative works done as per the Final RAR, the appellant has also accepted the amount. As such, he submits if the appellant is still aggrieved, he is at liberty to file a fresh Section-11 application, before the appropriate Court.
4. Mr. H. Miah, learned counsel for the appellant has strongly objected to the submission and has produced a copy of the Running Account Receipt, showing that the petitioner received only Rs.



29,27,173/-. He therefore, submits that the matter is not resolved, and prays that the matter be referred to Arbitration, to resolve the matter completely.

5. This Court has considered the submissions of parties and examined the documents, which have been taken on board and made part of the record. A perusal of the letter dated 25.02.2026, especially at Para 2 (6) thereof, which is relevant is reproduced hereinbelow: -

“2. It is submitted that claimant has gone to the Hon’ble Court for appointment of Arbitrator for the following disputes:-

- (a) Date of completion not extended:- For Delay in completion of work the Sole Arbitrator Shri Vijender Kumar Jain, Retd PCMR/Railway has already Awarded on 03.05.2023 under Petition No. 2 in favour of UOI, amounting to Rs. 12,89,420/- only as compensation for delay in completion of the work as per Condition No. 50 of General Condition of Contracts (IAFW 2249), forming part of the Contract Agreement bearing No. CESZIZKM/02 of 2019-20.***
- (b) Non issue of Completion Certificate:- It is submitted that the work has been completed by the Claimant only on 26 Nov 2025 as intimated to this office vide their letter No. 19-20/ZKM/CE/02/01 dated 26 Nov 2025 (copy enclosed) for issue of completion certificate and subsequently the completion certificate bearing No. 8674/340/E8 dated 27 Nov 2025 was issued by this office on 27 Nov 2025 (copy enclosed).***
- (c) Variations in quantities more than 16.5% of C.A. amount and non release of payment:- After completion of the work final quantities were worked out and amount of work done was calculated to Rs. 1,40,63,348.50 i.e. 9.11% above the***



accepted amount of the Contract Agreement and same has already been admitted by the claimant. The cumulative work done of the Final RAR (5th RAR) was calculated to Rs. 1,40,68,348.50 and same has been accepted by the claimant. The payable amount against the Final RAR (5th RAR) for the cumulative work done amount Rs. 1,40,68,348.50 has already been made to the claimant after due audit check.

6. Any other input required may please be intimated to this office please.”

From the above quoted Paragraph, it is seen that after completion of the work, the calculated amount was Rs. 1,40,68,348.50p, and the same has already been admitted by the claimant (appellant herein). The cumulative works having been calculated at Rs. 1,40,68,348.50p, has also been accepted by the claimant (appellant herein).

6. Coming to the document produced by Mr. H. Miah, learned counsel for the petitioner, it is noted that at column No. (iv) under the caption ‘Compensation to be recovered’ this amount being Rs. 14,06,834.85p, has been indicated, and further an amount of Rs. 12,89,420.00p, is the deduction for the amount already paid. Added to this is Rs. 1,17,414.85p. As it is seen from the note, the appellant received Rs. 29,266,674/- and the amount has been countersigned by the Engineer in-charge.



7. In this view of the matter at this stage, this Court finds that whatever disputes that were existing, though not admitted by the appellant have been resolved to a certain extent, and as such this petition is therefore closed with liberty to the appellant to take appropriate steps, if still aggrieved.

8. Accordingly, as observed above, the matter stands closed is disposed of.

JUDGE

Meghalaya
06.03.2026
"V. Lyndem-PS"