Date of reserved for orders :
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Date of uploading :

APHC010200772025

IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI [3331]
(Special Original Jurisdiction)

WEDNESDAY, THE 22nd DAY OF JULY 2026

PRESENT

THE HONOURABLE SRI JUSTICE SUBBA REDDY SATTI

WRIT PETITION NOs: 10178, 10180, 10258, 10264, 10267, 10272, 10281 and 13644 of 2025

WRIT PETITION NO: 10178/2025

Between:

1. E SARASWATHI, S/O E NARAHARI REDDY, AGED ABOUT 47 YEARS, OCC CONTRACTOR, R/O. D.NO.1-23, KATHERAPALLI VILLAGE, KARVETINAGARAM MANDAL, CHITTOOR DISTRICT.

...PETITIONER

AND

1. THE STATE OF AP, REP. BY ITS PRINCIPAL SECRETARY (IRRIGATION DEPARTMENT), SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.
2. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY (FINANCE DEPARTMENT) SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.
3. THE ENGINEERINCHIEF IRRIGATION, WATER RESOURCES DEPARTMENT, VIJAYAWADA . KRISHNA DISTRICT.
4. THE SUPERINTENDENT ENGINEER, WATER RESOURCES DEPARTMENT, IRRIGATION CIRCLE CHITTOOR, CHITTOOR DISTRICT.

5. THE EXECUTIVE ENGINEER, WATER RESOURCES DEPARTMENT, TIRUPATI CENTRAL DIVISION TIRUPATI, TIRUPATI DISTRICT.

6. THE CHAIRMAN, COMPREHENSIVE FINANCIAL MANAGEMENT SYSTEM (CFMS) STATE OF ANDHRA PRADESH, IBRAHIMPATNAM, VIJAYAWADA.

...RESPONDENT(S):

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue a Writ, order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the Respondents is not releasing the 24 Interest amounts even after releasing the net amount, payable to the petitioner in relation to the execution of works under the scheme of Neeru Chettu ie vide Agreement No. 326DN/2018-19dated 24-11-2018 24 percent interest from the date of completion of work as illegal, arbitrary, violation of Principles of Natural Justice, Violation of Articles 14,21 and 300-A of the Constitution of India and consequently direct the Official Respondents to pay an amount due to the petitioner in respect of execution of afore mentioned works forthwith and pass

IA NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to direct the respondents to forthwith release the execution of works under the scheme of “Neeru Chettu i.e vide Agreement No. 326DN/2018-19 dated 24-11-2018 24% interest from the date of completion of work pending disposal of the above writ petition and pass

Counsel for the Petitioner:

1. PASAPALA SUDHAKAR REDDY

Counsel for the Respondent(S):

1. GP FOR IRRI AND CAD
2. GP FOR FINANCE PLANNING

WRIT PETITION NO: 10180/2025

Between:

1. K MUNEMMA, S/O K.GOVINDARAJULU, AGED ABOUT 47 YEARS, OCC CONTRACTOR, R/O. N.R PURAM VILLAGE, S.R PURAM MANDAL, CHITTOOR DISTRICT.

...PETITIONER

AND

1. THE STATE OF AP, REP. BY ITS PRINCIPAL SECRETARY (IRRIGATION DEPARTMENT) SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.
2. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY (FINANCE DEPARTMENT), SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.
3. HE ENGINEERINCHIEF IRRIGATTON, WATER RESOURCES DEPARTMENT, VIJAYAWADA . KRISHNA DISTRICT.
4. THE SUPERINTENDENT ENGINEER, WATER RESOURCES DEPARTMENT, IRRIGATION CIRCLE CHITTOOR, CHITTOOR DISTRICT.
5. THE EXECUTIVE ENGINEER, WATER RESOURCES DEPARTMENT, TIRUPATI CENTRAL DIVISION TIRUPATI, TIRUPATI DISTRICT.
6. THE CHAIRMAN, COMPREHENSIVE FINANCIAL MANAGEMENT SYSTEM (CFMS) STATE OF ANDHRA PRADESH, IBRAHIMPATNAM, VIJAYAWADA.

...RESPONDENT(S):

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue a Writ, order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the Respondents is not releasing the24percent interest amounts even after releasing the net amount. payable to the petitioner in relation to the execution of works under the scheme of Neeru Chettu i.e vide Agreement No. 195DN/2017-18 dated 03-06-2017 24percent interest from the date of completion of work as illegal, arbitrary,

violation of Principles of Natural Justice, Violation of Articles 14, 21 and 300-A of the Constitution of India and consequently direct the Official Respondents to pay an amount due to the petitioner in respect of execution of afore mentioned works forthwith and to pass

IA NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased

Counsel for the Petitioner:

1. PASAPALA SUDHAKAR REDDY

Counsel for the Respondent(S):

1. GP FOR IRRI AND CAD
2. GP FOR FINANCE PLANNING

WRIT PETITION NO: 10258/2025

Between:

1. G. SUDHAKAR,, S/O G.PURUSHOTHAM NAIDU, AGED ABOUT 57 YEARS, OCC- CONTRACTOR, R/O. DIGUVA MAREDUPALLI VILLAGE, THAVANAMPALLI MANDAL, CHITTOOR DISTRICT

...PETITIONER

AND

1. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY (IRRIGATION DEPARTMENT) SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.
2. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY (FINANCE DEPARTMENT) SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.
3. THE ENGINEERINCHIEF IRRIGATION, WATER RESOURCES DEPARTMENT, VIJAYAWADA . KRISHNA DISTRICT.
4. THE SUPERINTENDENT ENGINEER, WATER RESOURCES DEPARTMENT, IRRIGATION CIRCLE, CHITTOOR, CHITTOOR

DISTRICT.

5. THE EXECUTIVE ENGINEER, WATER RESOURCES DEPARTMENT, TIRUPATI CENTRAL DIVISION TIRUPATI, TIRUPATI DISTRICT.

6. THE CHAIRMAN, COMPREHENSIVE FINANCIAL MANAGEMENT SYSTEM (CFMS) STATE OF ANDHRA PRADESH, IBRAHIMPATNAM, VIJAYAWADA.

...RESPONDENT(S):

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue a Writ, order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the Respondents is not releasing the24percsent Interest amounts even after releasing the net amount, payable to the petitioner in relation to the execution of works under the scheme of Neeru Chettu i.e vide Agreement NO.331/SE/2017-18 dated 07-08-2017 24percsent interest from the date of completion of work and vide Agreement No.467SE/2017-18 and 219SE/2018-19 dated 01-09-2017 24percent interest from the date of completion of work as illegal, arbitrary, violation of Principles of Natural Justice, Violation of Articles 14, 21 and 300-A of the Constitution of India and consequently direct the Official Respondents to pay an amount due to the petitioner in respect of execution of afore mentioned works forthwith and to pass

IA NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased may be pleased to direct the respondents to forthwith release the execution of works under the scheme of "Neeru Chettu i.e vide Agreement NO.331/SE/2017-18 dated 07-08-2017 24% interest from the date of completion of work and vide Agreement No.467SE/2017-18 and 219SE/2018-19 dated 01-09-2017 24% interest from the date of completion of work pending disposal of the above writ petition pending disposal of the above writ petition and to pass

Counsel for the Petitioner:

1. PASAPALA SUDHAKAR REDDY

Counsel for the Respondent(S):

1. GP FOR IRRI AND CAD
2. GP FOR FINANCE PLANNING

WRIT PETITION NO: 10264/2025

Between:

1. P DHANAGIRI, S/O P DEVADASULU REDDY, AGED ABOUT 37 YEAFS, OCC. CONTRACTOR, R/O. D.NO.2-7,KATHERAPALLI VILLAGE , KARVETINAGARAM MANDAL, CHITTOOR DISTRICT.

...PETITIONER

AND

1. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY (IRRIGATION DEPARTMENT), SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.
2. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY (FINANCE DEPARTMENT), SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.
3. THE ENGINEERINCHIEF IRRIGATION, WATER RESOURCES DEPARTMENT, VIJAYAWADA . KRISHNA DISTRICT.
4. THE SUPERINTENDENT ENGINEER, WATER RESOURCES DEPARTMENT, IRRIGATION CIRCLE, CHITTOOR, CHITTOOR DISTRICT.
5. THE EXECUTIVE ENGINEER, WATER RESOURCES DEPARTMENT, TIRUPATI CENTRAL DIVISION, TIRUPATI, TIRUPATI DISTRICT.
6. THE CHAIRMAN, COMPREHENSIVE FINANCIAL MANAGEMENT SYSTEM (CFMS) STATE OF ANDHRA PRADESH, IBRAHIMPATNAM, VIJAYAWADA.

...RESPONDENT(S):

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue a Writ, order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the Respondents is not releasing the 24percent Interest amounts even after releasing The net amount, payable to the petitioner in relation to the execution of works under the scheme of 'Neeru Chettu' i.e vide Agreement No. 324/DN/2018-19 dated 24-11-2018 M.book No.234C 24percent interest from the date of completion of work and vide Agreement No. 325/DN/2018-19 dated 24-11-2018 Mbook No.233C 24percent interest from the date of completion of work as illegal, arbitrary, violation of Principles of Natural Justice, Violation of Articles 14, 21 and 300-A of the'Constitution of India and consequently direct the Official Respondents to pay an amount due to the petitioner in respect of execution of afore mentioned works forthwith and pass

IA NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to direct the respondents to forthwith release the execution of works under the scheme of “Neeru Chettu” i.e vide Agreement No. Agreement No. 324/DN/2018-19 dated 24-11-2018 Mbook No.234C 24%interest from the date of Completion of work and vide Agreement No. 325/DN/2018-19 dated 24-11-2018 M.book No.233C 24% interest from the date of completion of work pending disposal of the above writ petition and pass

Counsel for the Petitioner:

1. PASAPALA SUDHAKAR REDDY

Counsel for the Respondent(S):

1. GP FOR IRRI AND CAD
2. GP FOR FINANCE PLANNING

WRIT PETITION NO: 10267/2025

Between:

1. B N R CONSTRUCTIONS, PROP. B.NARAYANA REDDY, AGED ABOUT 46 YEARS, OCC. CONTRACTOR, R/O.D.NO. 20-2-628/D/4B, MURTHY NAGAR, KORLAKUNTA, TIRUPATI DISTRICT.

...PETITIONER

AND

1. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY (IRRIGATION DEPARTMENT) SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.
2. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY (FINANCE DEPARTMENT) SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.
3. THE ENGINEERINCHIEF IRRIGATION, WATER RESOURCES DEPARTMENT, VIJAYAWADA . KRISHNA DISTRICT.
4. THE SUPERINTENDENT ENGINEER, WATER RESOURCES DEPARTMENT, IRRIGATION CIRCLE, CHITTOOR, CHITTOOR DISTRICT.
5. THE EXECUTIVE ENGINEER, WATER RESOURCES DEPARTMENT, TIRUPATI CENTRAL DIVISION TIRUPATI, TIRUPATI DISTRICT.
6. THE CHAIRMAN, COMPREHENSIVE FINANCIAL MANAGEMENT SYSTEM (CFMS) STATE OF ANDHRA PRADESH, IBRAHIMPATNAM, VIJAYAWADA.

...RESPONDENT(S):

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue a Writ, order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the Respondents is not releasing the EMD (Earnest Money Deposit) and FSD (Further Security Deposit) and not crediting the 24percent Interest amounts even after releasing the net amount, payable to the petitioner in relation to the execution of works under the scheme of 'Neeru Chettu' i.e vide Agreement No. 704 SE/2017-18 M.book

No.3026-B 24percent interest from the completion of the works and release the EMD and FSD amount of 4,50,000/-(Four lacks fifty thousand rupees only) as illegal, arbitrary, violation of Principles of Natural Justice, Violation of Articles 14, 21 and 300-A of the Constitution of India and consequently direct the Official Respondents to pay an amount due to the petitioner in respect of execution of afore mentioned works forthwith and pass

IA NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to direct the respondents to forthwith release the execution of works under the scheme of "Neeru Chettu i.e vide Agreement No. 704 SE/2017-18 Mbook No.3026-B 24% interest from the completion of the works and release the EMD and FSD amount of 4,50,000/-(Four lacks fifty thousand rupees only) pending disposal of the above writ petition and pass

Counsel for the Petitioner:

1. PASAPALA SUDHAKAR REDDY

Counsel for the Respondent(S):

1. GP FOR IRRI AND CAD
2. GP FOR FINANCE PLANNING

WRIT PETITION NO: 10272/2025

Between:

1. K MOHAN REDDY, S/O L. BALARAMI REDDY AGED ABOUT 47 YEARS, OCC. CONTRACTOR, R/O. C RAMAPURAM VILLAGE AND POST RAMACHANDRAPURAM MANDAL, TIRUPATI DISTRICT.

...PETITIONER

AND

1. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY (IRRIGATION DEPARTMENT), SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.

2. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY (FINANCE DEPARTMENT), SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.
3. THE ENGINEERINCHIEF IRRIGATION, WATER RESOURCES DEPARTMENT, VIJAYAWADA . KRISHNA DISTRICT.
4. THE SUPERINTENDENT ENGINEER, WATER RESOURCES DEPARTMENT, IRRIGATION CIRCLE CHITTOOR, CHITTOOR DISTRICT.
5. THE EXECUTIVE ENGINEER, WATER RESOURCES DEPARTMENT, TIRUPATI CENTRAL DIVISION TIRUPATI, TIRUPATI DISTRICT.
6. THE CHAIRMAN, COMPREHENSIVE FINANCIAL MANAGEMENT SYSTEM (CFMS) STATE OF ANDHRA PRADESH, IBRAHIMPATNAM, VIJAYAWADA.

...RESPONDENT(S):

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue a Writ, order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the Respondents is not releasing the 24percent Interest amounts even after releasing the net amount, payable to the petitioner in relation to the execution of works under the scheme of 'Neeru Chettu i.e vide Agreement No. 719/DN(NC)/2017-18 dated 19-12-2017 Mbook No2319ITD 24percent interest from the date of completion of work as illegal, arbitrary, violation of Principles of Natural Justice, Violation of Articles 14, 21 and 300-A of the Constitution of India and consequently direct the Official Respondents to pay an amount due to the petitioner in respect of execution of afore mentioned works forthwith and pass

IA NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to direct the respondents to forthwith release the execution of works under the scheme of “Neeru Chettu' i.e vide Agreement No. 719/DN(NC)/2017-18 M.book No2319ITD 24% interest from the date of completion of work pending disposal of the above writ petition and pass

Counsel for the Petitioner:

1. PASAPALA SUDHAKAR REDDY

Counsel for the Respondent(S):

1. GP FOR IRRI AND CAD
2. GP FOR FINANCE PLANNING

WRIT PETITION NO: 10281/2025

Between:

1. T VANI, W/O T CHANDRA REDDY, AGED ABOUT 57 YEARS, OCC. CONTRACTOR, R/O. D.NO.3-20, GAJANKI VILLAGE, KARVETINAGARAM MANDAL, CHITTOOR DISTRICT

...PETITIONER

AND

1. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY (IRRIGATION DEPARTMENT) SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.
2. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY (FINANCE DEPARTMENT) SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.
3. THE ENGINEERINCHIEF IRRIGATION, WATER RESOURCES DEPARTMENT, VIJAYAWADA . KRISHNA DISTRICT.
4. THE SUPERINTENDENT ENGINEER, WATER RESOURCES DEPARTMENT, IRRIGATION CIRCLE CHITTOOR, CHITTOOR DISTRICT.
5. THE EXECUTIVE ENGINEER, WATER RESOURCES DEPARTMENT, TIRUPATI CENTRAL DIVISION, TIRUPATI, TIRUPATI DISTRICT.
6. THE CHAIRMAN, COMPREHENSIVE FINANCIAL MANAGEMENT SYSTEM (CFMS) STATE OF ANDHRA PRADESH, IBRAHIMPATNAM, VIJAYAWADA.

...RESPONDENT(S):

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue a Writ, order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the Respondents is not releasing the 24 percent interest amounts even after releasing the net amount, payable to the petitioner in relation to the execution of works under the scheme of 'Neeru Chettu' i.e vide Agreement No.204DN/2018- 19dated 29-10-2018 24percent interest from the date of completion of work as illegal, arbitrary, violation of Principles of Natural Justice, Violation of Articles 14, 21 and 300-A of the Constitution of India and consequently direct the Official Respondents to pay an amount due to the petitioner in respect of execution of afore mentioned works forthwith and to pass

IA NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to direct the respondents to forthwith release the execution of works under the scheme of "Neeru Chettu i.e vide Agreement No.204DN/2018-19dated 29-10-2018 24% interest from the date of completion of work pending disposal of the above writ petition pending disposal of the above writ petition and to pass

Counsel for the Petitioner:

1. PASAPALA SUDHAKAR REDDY

Counsel for the Respondent(S):

1. GP FOR IRRI AND CAD
2. GP FOR FINANCE PLANNING

WRIT PETITION NO: 13644/2025

Between:

1. G KRISHNA REDDY, S/O G. CHANGA REDDY, AGED ABOUT 67 YEARS, OCC. CONTRACTOR, R/O. D.NO.1, AMMAPALLE VILLAGE, KARVETINAGARAM MANDAL, CHITTOOR DISTRICT

...PETITIONER

AND

1. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY (IRRIGATION DEPARTMENT), SECRETARIAT BUILDINGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.
2. THE STATE OF ANDHRA PRADESH, REP, BY ITS PRINCIPAL SECRETARY (FINANCE DEPARTMENT), SECRETARIAT BUILDIRIGS, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT.
3. THE ENGINEERINCHIEF IRRIGATION WATER RESOURCES DEPARTMENT, VIJAYAWADA KRISHNA DISTRICT.
4. THE SUPERINTENDENT ENGINEER, WATER RESOURCES DEPARTMENT, IRRIGATION CIRCLE, CHITTOOR, CHITTOOR DISTRICT.
5. THE EXECUTIVE ENGINEER, WATER RESOURCES DEPARTMENT, TIRUPATI CENTRAL DIVISION, TIRUPATI, TIRUPATI DISTRICT.
6. THE CHAIRMAN, COMPREHENSIVE FINANCIAL MANAGEMENT SYSTEM (CFMS) STATE OF ANDHRA PRADESH, IBRAHIMPATNAM, VIJAYAWADA.

...RESPONDENT(S):

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue a Writ, order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the Respondents is not releasing the24Interest amounts even after releasing the net amount, payable to the petitioner in relation to the execution of works under the scheme of Need, Chettu Le vide Agreement No.839/DN/2007-19 dated 07-10-2017dated,505DN/2018- 2019dated 29-1-2019, 346DN/2018-19 dated 30-11-2017, 347DN/2018-19dated 30-11-2017, 795DN/2017-18dated 30-11-2017, 785DN/2017-18dated 24-08-2017, 786DN/2017-18dated 24-08-2017, 514DN/2017-18dated 24-07-2017,713DN/2017-18 dated 17-08-201724PERCENT interest from the date of completion of work as illegal, arbitrary, violation of Principles of Natural Justice, Violation of Articles 14, 21 and 300-A of the Constitution of India and consequently direct the Official Respondents to pay an amount due to the petitioner in respect of execution of afore mentioned works forthwith and to pass

IA NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to direct the respondents to forthwith release the execution of works under the scheme of "Neeru Chettu" i.e vide Agreement No.i.e vide Agreement No.839/DN/2007-19 dated 07- 10-201 Tdated, 505DN/2018-2019dated 29-1-2019, 346DN/2018- 19 dated 30-11-2017, 347DN/2018-19dated 30-11-2017, 795DN/2017-18dated 30-11-2017, 785DN/2017-18dated 24-08- 2017, 786DN/2017-18dated 24-08-2017, 514DN/2017-18dated 24-07-2017,713DN/2017-18 dated 17-08-2017 24% interest from the date of completion of work pending disposal of the above writ petition pending disposal of the above writ petition and to pass

Counsel for the Petitioner:

1. PASAPALA SUDHAKAR REDDY

Counsel for the Respondent(S):

1. GP FOR IRRI AND CAD
2. GP FOR FINANCE PLANNING

The Court made the following common order:

All these writ petitions were filed to direct the respondents to pay interest @24% p.a. on the net amount paid to petitioners after execution of the works.

2. Since the issue involved in these writ petitions is similar, this Court is inclined to pass a common order.

3. For better understanding, this Court is preparing a tabular form infra regarding the petitioners' earlier writ petitions and the present writ petitions.

S. No	Present Writ Petition	Earlier Writ Petition	Operative Portion of Order
1	10178/2025	10822 of 2022 disposed of on 08.10.2025	No interest claimed by the Petitioners. Pending the WP, respondents paid the amounts due to the petitioner.

2	10180/2025	13825 of 2022 disposed of on 05.07.2022	It would also be open to the petitioner to agitate his/her/their claim for interest, if any, payable by the respondents, in an appropriate forum.
3	10258/2025	13906 of 2022 disposed of on 05.07.2022	It would also be open to the petitioner to agitate his/her/their claim for interest, if any, payable by the respondents, in an appropriate forum.
4	10264/2025	10815 of 2022 disposed of on 15.02.2024	Liberty to the petitioner to claim differential amount/withheld amount or interest amount, if any, by way of initiation of proceedings in accordance with law.
5	10267/2025	17709 of 2022 disposed of on 19.07.2022	It would also be open to the petitioner to agitate his/her/their claim for interest, if any, payable by the respondents, in an appropriate forum.
6	10272/2025	26381 of 2022 disposed of on 12.09.2022	It would also be open to the petitioner to agitate his/her/their claim for interest, if any, payable by the respondents, in an appropriate forum.
7	10281/2025	10819 of 2022 disposed of on 15.02.2024	liberty to the petitioner to claim differential amount/withheld amount or interest amount, if any, by way of initiation of fresh/separate legal proceedings in accordance with law.
8	13644/2025	13109 of 2022 disposed of on 29.06.2022.	It would also be open to the petitioner to agitate his/her/their claim for interest, if any, payable by the respondents, in an appropriate forum.

4. In the affidavits, the petitioners contended that they executed the works under the Neeru Chettu Scheme in the respective villages of Chittoor District, in pursuance of the respective agreements. The concerned authorities issued quality check certificates and M-Books. After the completion of the works, the authorities released the amount. Hence, the petitioners filed writ petitions

seeking release of money. The writ petitions were disposed of as indicated in the third column of the tabular form referred to supra.

5. In the first round of litigation, the petitioners did not seek the relief of interest. However, in the first round of litigation, the writ petitions were disposed of, giving liberty to agitate the claim of interest, if any, before the appropriate forum. The observation, in each writ petition, is extracted in tabular form. In the present batch of writ petitions, the petitioners base their claim vis-à-vis interest based upon the order of the High Court at Hyderabad in W.P.No.29077 of 2018 dated 17.08.2018 and W.P. No. 2363 of 2019 dated 17.04.2019 wherein interest @6% p.a. was allowed.

6. Learned counsel for the petitioners, while reiterating contentions as per the averments made in the affidavit, would contend that all the petitioners completed the work as per the schedule fixed in the agreement. However, the amount was released with abnormal delay and the interest was not the delayed payments. Hence the petitioners filed the above writ petitions.

7. Sri Satish, learned Assistant Government Pleader, made submissions even filing counter affidavit, however, relied upon Clause 69 of A.P.S.S and would contend that the petitioners are not entitled to interest on delayed payment. He would also submit that the writ petitions are not maintainable, claiming the interest alone. The petitioners have to approach either Civil Court or any other appropriate forum. During the arguments he submitted copies of the agreements entered into by the petitioners with the Department. Learned counsel for the petitioner did not dispute the agreements.

8. The points for consideration are:

i. Whether the writ petitions filed seeking interest alone on delayed payment are maintainable.
ii. Whether the petitioners are entitled to interest in the light of Cl 69 of the APDSS and other clauses in the respective agreements.

9. This court is not reiterating the facts since there is no dispute regarding the agreements and execution of the works. Let this court, examine the scope of the writ petition, vis-à-vis monetary claims in contracts and interest for delayed payment.

9. In the Articles of Agreement, it was specifically mentioned that the contractor signed a copy of the Andhra Pradesh Standard Specifications and Addenda thereto, to be maintained in the Special Division Office in acknowledgement of being bound by all the conditions of the clauses of the standard preliminary specification and all the standard specifications for the items of work described by the standard specification number in Schedule-A, Part-1.

10. The conditions in the Andhra Pradesh Standard Specifications form part of the contract. All claims above Rs.50,000/- in value shall be decided by the civil Court of competent jurisdiction by way of a regular suit and not by arbitration.

11. As noted supra, the agreements entered into between the respective petitioners and the department contain a clause regarding claim for interest. The agreement further indicates that the Andhra Pradesh Standard Specification is made part of the agreement. Cl. 69 of APSS and other relevant clauses in the agreements vis-à-vis the interest claimed by the petitioners.

Clause 69 of APDSS is reproduced as under:

"69. Interest on money due to the contractor:-(a) No omission by the Executive Engineer or the Sub-Divisional Officer to pay the amount due upon certificates shall vitiate or make void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in arrear, nor upon any balance which may, on the final settlement of his accounts, be found to be due to him.

(b) Whenever the withheld amount reaches Rs. 1,000 or a multiple thereof, the contractor may, at his option, deposit with Executive Engineer Rs. 1,000 or a multiple thereof, in any of the forms of interest bearing securities

recognized for the purpose by the Andhra Pradesh Public Works Accounts Code and subject to the provisions therein contained, in which case in the equivalent withheld amount shall be paid to him forthwith. The contractor will be permitted to exercise the option in this clause, subject only to the condition that the rate of progress contained in the Articles of Agreement is properly maintained."

…….

Clause 3.8 in the Schedule E - Additional Conditions Supplemental to the Preliminary Specifications to A.P.S.S. Progress Schedule of the Agreement reads as under:

"3.8 INTEREST ON MONEY DUE TO THE CONTRACTOR:

No omission by the Executive Engineer or the sub-divisional officer to pay the amount due upon certificates shall vitiate or made void the contract, nor shall the contractor be entitled to interest upon any guarantee fund or payments in a arrear, not upon any balance which may, on the final settlement of his accounts, the found to be due to him."

12. Thus, as seen from the clause extracted supra, form part of the agreement, the petitioners are not entitled to claim any interest in guarantee funds or payments in a arrear, any balance on the final settlement of his accounts. The learned single judges, though the petitioners did not claim interest, however while disposing of the writ petitions, left it open to the petitioners to agitate his/her claim for interest, if any payable, **in an appropriate forum.** The operative portion of the order in each writ petition was extracted in the third column of the tabular form supra.

13. A Division Bench of this Court in Writ Appeal Nos. 461 of 2022 and batch dated 02.12.2022, between the **State of Andhra Pradesh Vs Vyshno Constructions**,[1] the appeals were filed against the grant of interest, allowed the appeals, and set aside the order of the learned single judge in respect of the grant of interest.

14. The division bench considered the judgments of the Hon'ble Apex Court and went on to hold that when a clause barring interest is agreed between the

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parties, it is not open for them to claim interest against such a clause. It is apposite to extract paras 16-17 & 19-20 as under:

> ***"16.*** *In Garg Builders (supra), the Hon'ble Supreme Court held that if the contract prohibits pr-reference and pendente lite interest, arbitrator cannot award interest for the said period. In the said case, clause barring interest is very clear and categorical. It uses the expression "any moneys due to the contractor" by the employer which includes the amount awarded by the arbitrator. It further held that when there is an express statutory permission for the parties to contract out of receiving interest and they have done so without any vitiation of free consent, it is not open for the arbitrator to grant pendente lite interest nor such clause of the contract is ultra vires in terms of Section 28 of the Indian Contract Act, 1872.*
>
> ***17.*** *In Sayeed Ahmed and Company v. State of Uttar Pradesh, reported in (2009) 12 SCC 26, the Hon'ble Supreme Court held that a provision has been made under Section 31(7)(a) of the Arbitration and Conciliation Act, 1996 in relation to the power of the arbitrator to award interest. As per this Section, if the contract bars payment of interest, arbitrator cannot award interest from the date of cause of action till the date of award.*
>
> ***…***
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> ***19.*** *In the case in hand, writ petitioners have referred to the Constitution Bench judgment in G.C. Roy (supra). The contention as was raised before the Hon'ble Supreme Court in G.C. Roy (supra) was raised in Garg Builders (supra). Negating the contention, the Hon'ble Supreme Court observed that judgment in G.C. Roy (supra) was with reference to the 1940 Act, where there was no provision which prohibited the arbitrator from awarding interest for the pre-reference, pendente lite or post-award period, whereas the 1996 Act contains a specific provision which says that if the agreement prohibits award of interest, the arbitrator cannot award interest for the relevant period.*
>
> ***20.*** *The Interest Act, 1978 is a law to consolidate and amend the law relating to the allowance of interest in certain cases. However, even under the said enactment, particularly, under Section 3(3)(a)(ii), exceptions are carved out and the bar to payment of interest by contract is accepted. We may profitably refer to Garg Builders (supra), wherein the Hon'ble Supreme Court has referred to the provisions of the Interest Act, 1978, to observe thus in paragraph 9:*
>
> > *"……however, Section 3(3) of the Interest Act carves out an exception and recognizes the right of the parties to contract out of the payment of interest arising out of any debt or damages and sanctifies contracts which bars the payment of interest arising out of debt or damages."*

15. The Division bench observed that it is always advisable to leave such relief to be considered by the appropriate forum when the agreement contains an arbitration and/or a clause for filing a civil suit. Even in this batch of writ petitions, the agreements specifically bar payment of interest, which can be evidenced by Cl 69 APSS and other clauses stipulating other fora. The writ petitioners, with eyes wide open after understanding the terms of the agreement, entered into the agreements.

16. In the considered opinion of this court, the interest cannot be awarded dehors and contrary to the clauses referred to supra in the Agreements. Indeed, these are clearly disputed questions of fact which cannot be decided in these writ proceedings.

17. Moreover, it is a settled principle that constructive res judicata, embodied in Explanation IV to Section 11 CPC, applies with full rigour to successive proceedings under Article 226 of the Constitution and is not confined to civil suits alone. In **M. Nagabhushana Vs. State of Karnataka,**[2] the Hon'ble Apex Court observed the same and held as under:

> *"21. Following all these principles, a Constitution Bench of this Court in Direct Recruit Class II Engg. Officers' Assn. v. State of Maharashtra [(1990) 2 SCC 715 : 1990 SCC (L&S) 339 : (1990) 13 ATC 348] laid down the following principle: (SCC p. 741, para 35)*
>
> > *"35. … an adjudication is conclusive and final not only as to the actual matter determined but as to every other matter which the parties might and ought to have litigated and have had decided as incidental to or essentially connected with subject-matter of the litigation and every matter coming into the legitimate purview of the original action both in respect of the matters of claim and defence. Thus, the principle of constructive res judicata underlying Explanation IV of Section 11 of the Code of Civil Procedure was applied to writ case. We, accordingly hold that the writ case is fit to be dismissed on the ground of res judicata."*
>
> *22. In view of such authoritative pronouncement of the Constitution Bench of this Court, there can be no doubt that the principles of constructive res judicata, as explained in Explanation IV to Section 11 CPC, are also applicable to writ petitions."*

[2](2011) 3 SCC 408

18. Applying this principle to the facts at hand, this Court holds that the writ petitions filed seeking interest alone are maintainable due to the clause in the agreement and the Doctrine of Constructive Res judicata. Of course, the learned single judges, while disposing of the writ petitions, observed that the petitioners can agitate his/her/their claim for interestin an appropriate forum. The appropriate forum in the considered opinion of this Court is either a Civil Court or an Arbitral Tribunal. In fact, this Court in W.P.No. 5506 of 2025 and batch held that the writ petition seeking interest alone is not maintainable in view of the clauses in the contract. The said order also applicable to the facts of this case.

19. Given the discussion made supra, in the considered opinion of this Court, the writ petitions, claiming interest alone, are not maintainable. The writ petitions are barred by constructive res judicata. The order of the Division Bench in **Vyshno Constructions*(supra)***squarely applies to the facts of these cases and binds this Court.

20. The writ petitions have no merit and are liable to be dismissed.

21. Accordingly, dismissed. No costs.

As a sequel, all the pending miscellaneous applications shall stand closed.

JUSTICE SUBBA REDDY SATTI

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