

THE HON'BLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION No.21205 of 2015

Dated : 10.07.2015

Between:

K.L.S.R. Infratech Limited,
Registered office at D.No.6-3-345/1,
G-1, Meghana Residency,
Road No.1, Banjara Hills,
Hyderabad, rep., by its Managing Director,
K.L.Sreedhar Reddy.

.. Petitioner

And

The State of Andhra Pradesh,
Rep., by its Principal Secretary,
Municipal Administration Department,
A.P Secretariat, Hyderabad & 4 others

.. Respondents

This Court made the following :

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ORDER :

An agreement was entered into by the petitioner with the 3rd respondent on 26.10.2012. The total value of the work was Rs.4,21,93,166/-. Accordingly the work was executed and after the execution of work, quality check was conducted and the Quality Control Certificate was issued on 29.04.2015. However, strangely, the Executive Engineer, Quality Control Division, issued a letter to Public Health Division, Tirupati to withhold an amount of Rs.2,92,95,765/- on the ground that there is variation in Estimate rates and invoice rates of DI Pipes. The said letter to withhold the amount specified is challenged in this writ petition.

2. Learned counsel for the petitioner made elaborate submissions.

3. The correspondence and the proceedings challenged in this writ petition emanate from contract entered into by the petitioner with the State represented by the 3rd respondent. It appears that the quality control Division on assessment of work executed by petitioner reported difference of rates in the estimation and invoice submitted by contractor. Therefore, the excess amount noticed by them as difference was directed to be withheld.

4. A copy of the agreement is not filed. Normally in contracts of this nature, there would be an arbitration clause and the aggrieved party can initiate arbitration proceedings on any issue concerning contract. Even otherwise, it is for the petitioner to satisfy the quality control Division that there is no difference as per the estimation and invoice. The petitioner has not made any efforts to request the quality control Division to re-look at the issue by placing on record, his side of version, but straight away invoked the jurisdiction of this Court. Petitioner is inviting finding from this Court on question of fact.

5. It is settled principle of law that ordinarily in matters relating to contracts, a writ petition is not maintainable. The scope of writ jurisdiction is very very limited in contractual matters. In the instant case, the question is one of determination of issue of variation in estimation and invoice, that is based on facts concerning the work executed and the terms of contract and that cannot be gone into in proceedings under Article 226 of the Constitution of India. It is not a case of arbitrary or whimsical exercise of power. Thus, the writ petition is not maintainable and accordingly dismissed. However, it is made clear that this Court has not gone into merits and it is open for the petitioner to make appropriate application to the competent authority

explaining his side of version or avail such remedy as available to him under law. There shall be no order as to costs.

Miscellaneous petitions, if any, pending in this writ petition shall stand dismissed.

10th July, 2015.
Rds

P.NAVEEN RAO,J