

NAFR

**HIGH COURT OF CHHATTISGARH, BILASPUR****Writ Petition (C) No.1631 of 2017**

Manoj Kumar Pandey S/o Shri Ved Prakash Pandey, Aged About 35 Years R/o Gurunanak Ward, Pathariya, Distt. Mungeli (Chhattisgarh)

**---- Petitioner****Versus**

1. State Of Chhattisgarh Through The Secretary, Panchayat And Rural Development Department, Mahanadi Bhawan, Mantralaya, Naya Raipur (Chhattisgarh)
2. Engineer In Chief, Rural Engineering Service (R.E.S.), Office Of Development Commissioner, Raipur (Chhattisgarh)
3. Superintendent Engineer, Rural Engineering Service (R.E.S.), Office Of Rural Engineering Services ( R.E.S.) Circle, Bilaspur, District Bilaspur (Chhattisgarh)
4. Executive Engineer, Rural Engineering Service (R.E.S.), Office Of Rural Engineering Services ( R.E.S.) Division Mungeli, District Mungeli (Chhattisgarh)
5. R. K. Verma, Executive Engineer, Rural Engineering Service (R.E.S.) Office Of Rural Engineering Services (R.E.S.) Division Mungeli, District Mungeli (Chhattisgarh)

**---- Respondents**


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For Petitioner : Shri Hemant Kesharwani, Advocate.  
 For Respondent/State : Shri B. Gopa Kumar, Deputy Advocate General.

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**Hon'ble Shri Thottathil B. Radhakrishnan, Chief Justice**  
**Hon'ble Shri P. Sam Koshy, Judge.**

**Order on Board****Per Thottathil B. Radhakrishnan, Chief Justice****23/06/2017**

1. We have heard learned counsel for the Petitioner and the learned Deputy Advocate General, who has instructions in the matter following the earlier listing of the case.
2. The Petitioner is unable to demonstrate any cogent case for interference through writ jurisdiction in this matter which relates to cancellation of a contract for

erecting a compound wall for Municipal building.

3. We are not impressed by the plea that the work was not commenced because the site was not ready. The proposed work is to put up a compound wall for the existing building. The probable amount of contract has been determined. Obviously, therefore, it is a matter of common sense, that the requisite drawings would have been prepared by designing the lay out of the compound wall. We say this because the probable amount of contract or estimation of the quantum of amount of work to be done could be made only after the drawings are made at least on such basis as is required to arrive at the quantum of work and the consequential quantum of amount which has to be spent by a public sector institution. The Petitioner has also made a quotation based on the probable amount of contract and the invitation for offers. It is too late for him to turn around to say that the lay out is not designed and the drawings were not made and the site is not ready to be handed over.

4. We have also seen the two photographs which are shown at page 26 of the paper book in an attempt to instill confidence in the mind of this Court that the Petitioner has collected certain materials and stacked them apparently for the purpose of the work. A heap of sand is also shown in the premises, through the photographs. On the whole, we are satisfied that this is not a case where this Court will extend its jurisdiction to interfere with the action proposed by the Respondents.

5. Be that as it may, the learned Deputy Advocate General has been able to persuade the officials to grant the Petitioner more time to carry out the works having regard to the nature of the work and the total quantum of work, also taking into consideration the ensuing monsoon and the requirement to have a compound wall for a public building. Under such circumstances, we are of the view that if the Petitioner is willing to complete the works within a period of three months from today, as suggested by the learned Deputy Advocate General, on the basis of

instructions, he may file an affidavit to that effect before the 2<sup>nd</sup> Respondent, who will on or before 28.06.2017, permit the Petitioner to carry out the work within the said period of three months. For fixing this time limit, we have also taken into consideration the period of contract as agreed between the parties. If such work is not completed within the period of three months stipulated herein, for any reasons attributable to the Petitioner, then he will be liable to pay the first respondent - State an amount of Rs. 2 Lacs as costs, which will be treated as compensation to the State exchequer. If costs become payable to the State by the Petitioner, and if such costs remains unpaid, let that amount be recovered by the State from the Petitioner under the Revenue Recovery Law treating such amount as arrear of revenue due on land. The time limit fixed herein shall be treated as peremptory to the Petitioner and is not intended to be extended.

6. The writ petition is ordered accordingly.

Sd/-

(Thottathil B. Radhakrishnan)  
**CHIEF JUSTICE**

Sd/-

(P. Sam Koshy)  
**JUDGE**