

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**WPC No. 1132 of 2019**

M/s Patil Construction and Infrastructure Ltd, having its Office at 3rd Floor, PMPML Commercial Building No. 1, Pune (through its authorized signatory, Anil Virbhadra Yelapure).

---- Petitioner**Versus**

1. State of Chhattisgarh, through the Secretary, Department of Public Works, Mantralaya, Mahanadi Bhawan, New Raipur, District- Raipur, Chhattisgarh.
2. Union of India, through the Secretary, Ministry of Road Transport and Highways, Transport Bhawan No.1, Parliament Street, New Delhi.
3. Chief Engineer (LWE) MORT & H, Transport Bhawan No.1, Parliament Street, New Delhi.
4. The Chief Engineer, Public Works Department, Bastar Zone, Jagdalpur, Chhattisgarh.
5. Shri Pandeshwar Sai, presently posted as Superintending Engineer, PWD, Kanker Circle, Kanker, Chhattisgarh.

6. Executive Engineer, PWD (B/R), Division Bhanupratappur,
Bhanupratappur, District- Bastar, Chhattisgarh.

---- Respondents

For Petitioner	:	Shri Sunil Otwani and Mr. Harsh Wardhan, Advocates
For Respondent/State	:	Shri Siddharth Dubey, Dy. Govt. Advocate

Hon'ble Shri Prashant Kumar Mishra, Acting Chief Justice

Hon'ble Shri Parth Prateem Sahu, Judge

Order on Board

By

Prashant Kumar Mishra, Acting Chief Justice

30/04/2019

1. Petitioner was awarded a contract for widening and improvement of 2-lane from 27.000 to 118.600 of Bhanupratppur- Pakhanjore-Bande PV 109 Road (SH-25) in Chhattisgarh under LWE Scheme.
2. On account of dispute in respect of execution of the said award, the petitioner had earlier preferred a writ petition when the bills submitted by him were not cleared for payment. This Court, in WPC No. 2793 of 2018 decided on 26/11/2018, directed the respondents to conduct joint inspection of the work so completed in relation to the project and based on such

inspection, the question of making payment to the petitioner will be decided, preferably within a period of three months.

3. Learned State counsel would state at the bar that after expiry of three months period, the State had preferred an application for extension of time in which, six weeks further time has been allowed to the State for conduct of inspection.

4. During currency of the order passed by this Court directing joint inspection, petitioner's contract was terminated by an order bearing No.849 dated 08/03/2019. However, this order was immediately cancelled on the same date i.e. 08/03/2019 vide Annuexure R/4. Thus, petitioner's contract is still in operation for completion of the remaining part of the work.

5. Learned State counsel would submit that based on the findings of the joint inspection, the petitioner's pending bills shall be examined in terms of contract and a decision on the said issue shall be taken by the competent authority. He would also submit that if after such decision of the State Government, any dispute still remains unresolved, the petitioner shall still have the opportunity to invoke Clause-25 of the contract.

6. In view of the statement made by the State Counsel,

nothing survives for adjudication at this stage of the proceedings.

7. The writ petition is disposed of with the liberty in terms of the statement made by learned State counsel.

Sd/-

(Prashant Kumar Mishra)
Acting Chief Justice

Sd/-

(Parth Prateem Sahu)
Judge

Yogesh