

THE HONOURABLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION No.10165 OF 2010

Dated:28.08.2019

Between:

M/s.H.N.N. Electricals, rep., by the
Proprietor Sri S.A. Nabi,
S/o. Sri. S. Mohammed

.. Petitioner

And

State of Telangana, rep., by its
Secretary, Transport (Roads and
Buildings) Department, Telangana
Secretariat, Saifabad, Hyderabad
and others

.. Respondents



This court made the following :

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ORDER:

Heard learned counsel for the petitioner and learned Government Pleader for Roads and Buildings.

2. Petitioner was entrusted with four works, namely, (i) providing electrical installation to M.S. Block at A.P. Legislature i.e., MLA quarters Phase II, (ii) providing electrical installation for the officers quarters of City Police, Basheerbagh, Hyderabad, (iii) providing five Amps Plugs for Lap-tops in Assembly building on the left side and (iv) providing five Amps Plugs at Assembly building on the right side.

3. According to petitioner, after entrusting the respective works, petitioner had also undertaken additional work in each of these works and he had accordingly executed the work. According to him, the total amount due to him for the respective works is Rs.40,00,000/-, Rs.1,66,800/-, Rs.65,149 and Rs.63,129/- respectively. As against this amount, an amount of Rs.8,35,918/- is still due to be paid to the petitioner. This writ petition is filed alleging inaction on the part of the respondents in not releasing the amount due to him, though the works were executed long ago to the satisfaction of the respondents and though there is no complaint as to the manner in which the works were executed.

4. In the counter affidavit filed by respondent No.5, the claim of the petitioner is not disputed. Only objection raised is that for the additional works executed by the petitioner, supplementary agreements ought to have been entered into and the amount is

withheld since there are no supplementary agreements covering the quarterly works executed by the petitioner. Only on the ground that there are no supplementary agreements supporting the works executed, the amount is not paid.

5. The respondents do not dispute the factum of executing the additional work entrusted to the petitioner and apparently the additional works were executed on the instructions of the competent authority. The respective contract works were completed long ago.

6. The writ petition is pending for the last more than nine years. Thus, even assuming that supplementary agreements are required, it is unreasonable to direct execution of supplementary agreements at this distance of time as it would only further delay the amount payable to the petitioner, more so, when the works were executed to the satisfaction and there was no complaint on that ground. Further, as noted above, it is only with the authorization, the additional works were executed.

7. Thus, the respondents are directed to pay the undisputed amount i.e., Rs.8,35,918/- within a period of eight weeks from the date of receipt of a copy of the order. As there is inordinate delay, the respondents are directed to pay interest at the rate of 6% per annum from the date the amount is due till it is paid.

8. The Writ Petition is accordingly disposed of. Pending miscellaneous petitions, if any, shall stand closed.

P.NAVEEN RAO, J

Date:28.08.2019

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