

HIGH COURT OF CHHATTISGARH AT BILASPUR**WRIT PETITION (C) NO. 1023 OF 2020**

Ghanshyam Chandra, S/o Ganesh Ram Chandra, aged about 54 years, R/o Ward No.16, near Gitanjali School, Julkadam, Sakti, District Janjgir-Champa (CG)

... Petitioner

versus

1. State of Chhattisgarh, through Department of Panchayat & Rural Development, Mahanadi Bhawan, New Raipur, District Raipur (CG)
2. Collector, Janjgir, District Janjgir-Champa (CG)
3. C.E.O., Jila Panchayat, Janjgir, District Janjgir-Champa (CG)
4. C.E.O., Janpad Panchayat, Malkharoda, District Janjgir-Champa (CG)

... Respondents

For Petitioners	:	Mr. Vimal Kumar Tondey, Advocate.
For Respondents	:	Mr. Jitendra Pali, Dy. A.G.

Hon'ble Shri Justice P. Sam Koshy

Order on Board

21/05/2020

1. The substantial claim raised by the Petitioner is in respect of the release of payments against the work which are said to have been performed by him.
2. As per the learned Counsel for the Petitioner, the Petitioner has executed two works in the year 2012-13 so far as construction of concrete cement road for Village Panchayat Gorkhapali, Tahsil Malkharoda, District Janjgir-Champa. However, he has not been paid any money for the said works. He has made repeated representations in this regard to the respondent authorities to which also no response has been given, which led to the filing of the present Writ Petition.
3. At the outset, this Court is of the opinion that the present Writ Petition itself may not be maintainable for the reason that there does not appear to have been any agreement or contract entered into between the Petitioner and the Respondents. No written contractual obligation exists between the parties. In the absence of any written agreement or contract between the parties, invoking of the writ jurisdiction would not be sustainable. Prima facie, there does not appear to have been any constitutional rights of the Petitioner which stand infringed. The Petitioner, if at all, has got any monetary dispute with the Respondents, writ remedy is not the recourse available to him. Under the normal circumstances, it is only civil suit which would be maintainable. Writ jurisdiction cannot be exercised for the enforcement of contractual rights and liabilities. The dispute between the parties seems to be a private dispute.

4. In view of the fact that the Writ Petition under Article 226 of the Constitution of India which is an extraordinary remedy available to a person only in the event of any of his constitutional rights being infringed, it cannot be enforced in the enforcement of any private right of a party.

5. Accordingly, reserving the right of the Petitioner to avail other appropriate civil remedies open to him, the present Writ Petition is dismissed.

/sharad/

Sd/-
(P. Sam Koshy)
JUDGE