

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No. 37524 of 2021

Sudarsan Sethy

.....

Petitioner

Mr. S. Mishra, Advocate

Vs.

*Keonjharh Municipality and
others*

.....

Opposite Parties

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE S.K. PANIGRAHI

ORDER

04.01.2022

Order No.

04.

This matter is taken up through hybrid mode.

2. The petitioner has filed this writ petition seeking to quash the letter dated 22.06.2021 issued by the Executive Officer, Keonjhar Municipality under Annexure-17, and to issue direction to the opposite parties to pay the admissible dues in his favour @ Rs.210.91 per cum in terms of the rate of work stipulated at sl.no.11 of the Council Agreement dated 11.05.2017 along with pende lite and future interest within a stipulated time. He further seeks direction to the opposite parties to pay an amount of Rs.50,000/- for topographical and contour survey.

3. Mr. S. Mishra, learned counsel for the petitioner contended that pursuant to the agreement executed between the parties, in accordance with the rates detailed at sl.no.11 though the petitioner has executed some work, but the admitted dues have not been paid to him by the authority. Therefore, the petitioner has approached this Court by filing the present writ petition.

4. Having heard learned counsel for the petitioner and after going through the records, this Court finds that the contract is for a period of three months and, as such, the period of contract has

already been over long since and more so the claim of the petitioner relates to payment of his pending dues. Therefore, such a claim has to be considered by the appropriate forum and, as such, the petitioner has to approach the appropriate forum claiming such benefit instead of invoking extraordinary jurisdiction of this Court under Article 226 of the Constitution of India. In the case of *Unitech Limited v. Telengana State Industrial Infrastructure Corporation (TSHC)*, on which reliance has been placed by the petitioner, the apex Court, relying upon the ratio laid down in the case of *ABL International Ltd. v. Export Credit Guarantee Corporation of India*, (2004) 3 SCC 553, held that writ petitions under Article 226 are maintainable for asserting contractual rights against the State, or its instrumentalities, as defined under Article 12 of the Constitution. There is no quarrel on the ratio decided by the apex Court in the said case. In view of the principle decided in the said case, though this writ petition is maintainable, but fact remains the claim of the petitioner as laid herein is purely a money claim, which cannot be adjudicated in exercise of writ jurisdiction. Therefore, this Court is not inclined to entertain this writ petition. However, liberty is granted to the petitioner to pursue his remedy before the appropriate forum in accordance with law.

5. With the aforesaid liberty, the writ petition stands disposed of.

(DR. B.R. SARANGI)
JUDGE

(S.K. PANIGRAHI)
JUDGE