



CWP-21057-2025 (O&M)

**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH**

116

CWP-21057-2025 (O&M)
Date of decision: 25.07.2025

M/s RMH Infrastructure

... Petitioner

Vs.

State of Haryana and others

... Respondents

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present:- Ms. Yamini Nain, Advocate
for the petitioner.

SUVIR SEHGAL J.

1. By way of instant petition, petitioner has sought issuance of a writ in the nature of mandamus directing the officials respondents to release the balance payment due to the petitioner on completion of allotted work.

2. Counsel for the petitioner submits that petitioner was awarded a work for “Construction of Harijan Chaupal at New Gwal Pahari, Ward No. 30, Zone-III, Gurugram” and a work order dated 25.02.2019, Annexure P-1 was issued. She submits that the work order was for an amount of Rs. 84.93 Lacs, which was enhanced to

***CWP-21057-2025 (O&M)***

Rs.98.15 Lacs vide order dated 09.04.2021, Annexure P-3. She submits that Councilor of Ward No. 30, Municipal Corporation, Gurugram, gave a certificate dated 26.10.2021, Annexure P-4, regarding satisfactory completion of work and for release of the final payment. Counsel asserts that a completion certificate, dated 01.11.2021, Annexure P-5, was issued to the petitioner. She states that fourth and final bill, Annexure P-8 as well as performa, Annexure P-9, were prepared for payment and submitted with the Municipal Corporation, Gurugram. Counsel asserts that when payment was not disbursed, petitioner submitted representations, Annexure P-10 and P-11, which are pending. Counsel emphasis that the petitioner is entitled for the payment of the amount due under the contract, which deserves to be disbursed to the petitioner.

3. I have heard counsel for the petitioner and considered her submissions besides examining the documents placed on the record.

4. A writ of mandamus is issued to compel a public authority to perform a legal duty. It is not designed to enforce contracts or recover debts. Petitioner has alternate and efficacious legal remedies of filing a civil suit or invoking the arbitration clause in terms of contract agreement between the parties.

5. This Court is not inclined to exercise its extraordinary power vested in it under Article 226 of the Constitution to direct the



CWP-21057-2025 (O&M)

respondents to release the alleged pending dues of the petitioner.

6. There is no merit in the petition, which is dismissed. Liberty is granted to the petitioner to take recourse to the alternate remedy available under the law.

25.07.2025
pooja saini

(SUVIR SEHGAL)
JUDGE

Whether Speaking/Reasoned	:	Yes/No
Whether Reportable	:	Yes/No