GAHC030005562026

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)
(AIZAWL BENCH)

WP(C) No. 108 of 2026

1. SH. LALCHHANHIMA,
S/o - Vanlalchhunga,
R/o - Republic Veng, Aizawl,
Mizoram – 796001.

2. SH. LALRAMCHHUANA,
S/o – H. Zakhawla,
R/o – Republic Veng, Aizawl,
Mizoram – 796001.

… PETITIONERS.

-Versus-

1. THE AIZAWL MUNICIPAL CORPORATION,
R/b the Municipal Commissioner, AMC,
Thuampui, Aizawl,
Mizoram – 796017.

2. THE MUNICIPAL COMMISSIONER,
Aizawl Municipal Corporation,
Thuampui, Aizawl,
Mizoram – 796017.

… RESPONDENTS.

WITH

WP(C) No. 81 of 2026

1. SH. LALNUNTLUANGA,
S/o – Chalchhunga (L),
R/o – Dinthar, Aizawl,
Mizoram – 796001.

2. SH. LALHLUPUIA SAILO,
S/o – Khamliana Sailo,
R/o - Dinthar, Aizawl,
Mizoram – 796001.

3. SH. K. LALRINTLUANGA,
S/o – Biakkima,
R/o – Tuikual North, Aizawl,
Mizoram – 796001.

4. SH. LALFAKMAWIA,
S/o – Kapnghilhlova,
R/o – Tuikual North, Aizawl,
Mizoram – 796001.

5. SH. LALRINAWMA HNAMTE,
S/o – Laltawnga,
R/o – Tuikual North, Aizawl,
Mizoram – 796001.

… PETITIONERS.

-Versus-

1. THE AIZAWL MUNICIPAL CORPORATION,
R/b the Municipal Commissioner, AMC,
Thuampui, Aizawl,
Mizoram – 796017.

2. THE MUNICIPAL COMMISSIONER,
Aizawl Municipal Corporation,
Thuampui, Aizawl,
Mizoram – 796017.

…RESPONDENTS.

WITH

WP(C) No. 88 of 2026

1. SH. LALRAMHMACHHUANA,
S/o – RC Lalrinliana,
R/o – Durtlang, Aizawl,
Mizoram – 796015.

2. SH. RINPUIA,
S/o – Zaleithanga,
R/o – Durtlang North, Aizawl,
Mizoram – 796015.

3. SH. SAITHANKHUMA,
S/o – Zairemthanga,
R/o – Durtlang North, Aizawl,
Mizoram – 796015.

… PETITIONERS.

-Versus-

1. THE AIZAWL MUNICIPAL CORPORATION,
R/b the Municipal Commissioner, AMC,
Thuampui, Aizawl,
Mizoram – 796017.

2. THE MUNICIPAL COMMISSIONER,
Aizawl Municipal Corporation,
Thuampui, Aizawl,
Mizoram – 796017.

…RESPONDENTS.

WITH

WP(C) No. 89 of 2026

1. SH. LALNUNMAWIA,

S/o – Lalhluna (L),
R/o – Bungkawn Dam Veng, Aizawl,
Mizoram – 796005.

… PETITIONER.

-Versus-

1. THE AIZAWL MUNICIPAL CORPORATION,
R/b the Municipal Commissioner, AMC,
Thuampui, Aizawl,
Mizoram – 796017.

2. THE MUNICIPAL COMMISSIONER,
Aizawl Municipal Corporation,
Thuampui, Aizawl,
Mizoram – 796017.

…RESPONDENTS.

WITH

WP(C) No. 90 of 2026

1. SMT. LALNUNTLUANGI,
D/o – R. Zamawii,
R/o – Falkland, Aizawl,
Mizoram – 796017.

… PETITIONER.

-Versus-

1. THE AIZAWL MUNICIPAL CORPORATION,
R/b the Municipal Commissioner, AMC,
Thuampui, Aizawl,
Mizoram – 796017.

2. THE MUNICIPAL COMMISSIONER,
Aizawl Municipal Corporation,

Thuampui, Aizawl,
Mizoram – 796017.

…RESPONDENTS.

WITH

WP(C) No. 91 of 2026

1. SH. R. LALREMRUATA,
S/o – Zairema,
R/o - Aizawl Venglai, Aizawl,
Mizoram – 796001.

2. SH. R. LAWMSANGZUALA,
S/o – R. Manghnuna,
R/o – Ramthar North, Aizawl,
Mizoram – 796001.

… PETITIONERS.

-Versus-

1. THE AIZAWL MUNICIPAL CORPORATION,
R/b the Municipal Commissioner, AMC,
Thuampui, Aizawl,
Mizoram – 796017.

2. THE MUNICIPAL COMMISSIONER,
Aizawl Municipal Corporation,
Thuampui, Aizawl,
Mizoram – 796017.

…RESPONDENTS.

WITH

WP(C) No. 92 of 2026

1. SMT. MALSAWMI,
D/o – Tlangthansiama,

R/o – Luangmual, Aizawl,
Mizoram – 796009.

2. SMT. LALHMINGTHANGI,
D/o – Zonunsanga,
R/o – Luangmual, Aizawl,
Mizoram – 796009.

3. SH. ROCHUNGA,
S/o – Rothanga,
R/o – Luangmual, Aizawl,
Mizoram – 796009.

4. SH. THANAWIA,
S/o – Ramchuana,
R/o – Tanhril,
Mizoram – 796009.

5. SH. F. LALNUNTHARA,
S/o – F. Taithuama,
R/o – Central Jail Veng,
Mizoram – 796009.

6. SH. P. C. LALHNUNA,
S/o – P.C. Lalrama,
R/o – Luangmual,
Mizoram – 796009.

7. SH. LALDAWNGLIANA,
S/o – Bungkhawsiama,
R/o – Chawlhmun, Aizawl,
Mizoram – 796009.

8. SH. SOLOMON MANGTINTHANG,
S/o – Dazapao (L),
R/o – Phunchawng, Aizawl,
Mizoram – 796009.

9. SMT. LALRUATPUII,
D/o – Ramzuana,
R/o – Phunchawng, Aizawl,
Mizoram – 796009.

10. SH. LALHLIMPUIA,
S/o – ST Thanga,
R/o – Phunchawng, Aizawl,
Mizoram – 796009.

… PETITIONERS.

-Versus-

1. THE AIZAWL MUNICIPAL CORPORATION,
R/b the Municipal Commissioner, AMC,
Thuampui, Aizawl,
Mizoram – 796017.

2. THE MUNICIPAL COMMISSIONER,
Aizawl Municipal Corporation,
Thuampui, Aizawl,
Mizoram – 796017.

…RESPONDENTS.

WITH

WP(C) No. 93 of 2026

1. SMT. LALTHANZAMI,
D/o – Chalmawia,
R/o – Chhinga Veng, Aizawl,
Mizoram – 796001.

… PETITIONER.

-Versus-

1. THE AIZAWL MUNICIPAL CORPORATION,
R/b the Municipal Commissioner, AMC,
Thuampui, Aizawl,
Mizoram – 796017.

2. THE MUNICIPAL COMMISSIONER,

Aizawl Municipal Corporation,
Thuampui, Aizawl,
Mizoram – 796017.

…RESPONDENTS.

WITH

WP(C) No. 94 of 2026

1. SH. RUMLIANA,
S/o – Thanchhuma (L),
R/o – Bawngkawn, Aizawl,
Mizoram – 796014.

2. SH. SANGTHUAMA,
S/o – Thawngliana (L),
R/o – Bawngkawn, Aizawl,
Mizoram – 796014.

3. SH. VL REMA,
S/o – Biaknghinglova (L),
R/o – Bawngkawn West, Aizawl,
Mizoram – 796014.

4. SH. ROTHIANGA,
S/o – Chhunkima (L),
R/o – Bawngkawn West, Aizawl,
Mizoram – 796014.

5. SMT. MALSAWMDAWNGLIANI,
D/o – R. Lalawia (L),
R/o - Bawngkawn, Aizawl,
Mizoram – 796014.

… PETITIONERS.

-Versus-

1. THE AIZAWL MUNICIPAL CORPORATION,
R/b the Municipal Commissioner, AMC,
Thuampui, Aizawl,

Mizoram – 796017.

2. THE MUNICIPAL COMMISSIONER,
Aizawl Municipal Corporation,
Thuampui, Aizawl,
Mizoram – 796017.

…RESPONDENTS.

WITH

WP(C) No. 104 of 2026

1. SH. LALREMRUATA,
S/o – K. Thanzuala,
R/o – Zemabawk Venglai, Aizawl,
Mizoram – 796017.

… PETITIONER.

-Versus-

1. THE AIZAWL MUNICIPAL CORPORATION,
R/b the Municipal Commissioner, AMC,
Thuampui, Aizawl,
Mizoram – 796017.

2. THE MUNICIPAL COMMISSIONER,
Aizawl Municipal Corporation,
Thuampui, Aizawl,
Mizoram – 796017.

…RESPONDENTS.

BEFORE

HONOURABLE MR. JUSTICE NELSON SAILO

Advocates for the petitioners:	Mr. C. Lalramzauva, Sr. Adv. Mr. Stephen Lalbuatsaiha, Adv.
Advocates for the respondents:	Mr. T. Lalnunsiama, SC, AMC Mr. J. H. Ricky Lalruatfela, Adv.

Date on which judgment is reserved	:	03.11.2026
Date of pronouncement of judgment	:	12.11.2026
Whether the pronouncement is of the operative part of the judgment?	:	No
Whether the full judgment has been pronounced?	:	Yes

JUDGMENT & ORDER (CAV)

Heard Mr. C. Lalramzauva, learned Senior Counsel assisted by Mr. Stephen Lalbuatsaiha, learned counsel for the petitioners. Also heard Mr. T. Lalnunsiama, learned Standing Counsel, Aizawl Municipal Corporation (AMC) along with Mr. J. H. Ricky Lalruatfela, learned counsels for the respondents.

[2.] Since the subject matter as well as the issues involved in these writ petitions are common and similar, they are being disposed of by this common order.

[3.] In order to understand the common issues involved, the facts involved in one of the writ petitions namely, WP(C) No. 108 of 2026 may be narrated as

below.

[4.] There are two (2) petitioners in WP(C) No. 108 of 2026 and it is their case that they have been allotted contract works within Ward No. 17 vide Work Orders both dated 12.01.2026 by the Municipal Commissioner, AMC for construction of Water Tank at YMA ram near Anganwadi Centre – II at Republic Venghlum at the cost of Rs.15,00,000/- and for Widening of road near H. Kaphlira Mual Vengchung to Vety Complex approach road at Republic Veng at the cost of Rs.20,00,000/- respectively. As per the Work Orders, the working period was stipulated as six (6) months from the date of issuance of the orders. On the same day, the petitioners also signed an agreement with the Municipal Commissioner, AMC for executing the work and one of the condition was that the payment shall be made only after funds for financial year 2024-25, 15th Finance Commission Grant is received.

[5.] According to the petitioners, pursuant to the Work Orders received by them and the agreement signed with the Municipal Commissioner, AMC, they have started executing their work immediately. According to the petitioner, the Government of India in the Ministry of Finance, Department of Expenditure (Finance Commission Division) vide Communication dated 27.03.2026 made to the Senior Accounts Officer (State – Loan)**,** Office of the Chief Controller of

Accounts, Department of Expenditure, Ministry of Finance had conveyed the approval of the competent authority for release of Rs.893.06 Lakhs only to the State of Mizoram for Non-Million Plus Cities (Tied grant) as recommended by the 15th Finance Commission.

[6.] While the petitioners were in the process of executing the work, they were directed to stop the works forthwith irrespective of whether works have started or not vide Order dated 05.05.2026 issued by the Administrator and Municipal Commissioner, AMC. The same was followed by termination of contract/work order vide Communication dated 27.05.2026 issued by the Municipal Commissioner, AMC in respect of the petitioner No. 1. Similarly, contract/work order of the petitioner No. 2 was also cancelled vide Communication dated 05.06.2026 by Municipal Commissioner, AMC. The petitioners being aggrieved filed their writ petitions on 29.07.2026 before this Court. Similarly situated petitioners have also filed their writ petitions and the first writ petition filed amongst these bunch of cases i.e., WP(C) No. 81 of 2026 was filed on 25.06.2026.

[7.] This Court, at the time of issuing notice of motion, had passed an interim order to the effect that the respondents should not allot any work order for the works where the work orders had been issued to the petitioners. The said

interim order apparently has been continued till date without any modification or alteration.

[8.] Mr. C. Lalramzauva, learned Senior Counsel, submits that the petitioners were not given notice prior to cancellation of their work orders and, therefore, the principle of natural justice has been grossly violated. He submits that the impugned action of the respondents is mainly due to regime change in the Aizawl Municipal Corporation. He submits that the Mizoram State Election Commission announced election of the Aizawl Municipal Corporation vide Notification dated 18.03.2026 by fixing the date of poll as 21.04.2026 and the date of counting of votes as 27.04.2026. That after the results of the election was announced on 27.04.2026, the impugned Order dated 05.05.2026 was issued directing the petitioners to stop the works that was allotted to them and subsequently, the work orders were terminated vide Communication dated 27.05.2026 and 05.06.2026 respectively in case of the petitioners in WP(C) No. 108 of 2026.

[9.] The learned Senior Counsel submits that the date of termination in respect of the other petitioners are either 26.05.2026 or 27.05.2026. He submits that at any rate no prior notice was given to the petitioners prior to the impugned cancellations. That no reasons has been assigned for the cancellations except

for stating that it was done in the public interest. He submits that it is further clear that it is only on account of the regime change of the AMC election and that the impugned decisions has been taken to terminate the work orders. He submits that the respondent authorities had taken a conscious decision for issuing the work orders subject to the condition that the payment will be made after the funds was available. The Government of India in the Ministry of Finance, Department of Expenditure had released an amount of Rs.893.03 Lakhs for Non-Million Plus Cities (Tied grant) as the first installment and, therefore, the funds clearly being available, the respondents cannot take the stand that there is lack of fund. By issuing work orders as well as by signing the deed of agreements, a promissory estoppel has been created and, therefore, the respondents are bound to allow the petitioners to complete the work in terms of the works issued to them. He, thus, submits that the impugned Communications stating the work execution and the impugned work cancellations should be set aside and the petitioner should be allowed to complete the work.

[10.] The learned Senior Counsel, further, submits that the statements made in the affidavit-in-opposition filed by the respondent AMC cannot be taken into account and should be rejected on the ground that the respondents have failed

to mention which part of the statements in the affidavit are true to the knowledge and information, and which part of the statements in the affidavit are based on the records of the case. Therefore, in the absence of such specific verification, the statements made in the affidavit-in-opposition should be rejected. In support of his submissions, Mr. C. Lalramzauva, learned Senior Counsel has relied upon the following authorities:-

(i) *A.K.K. Nambiar v. Union of India & Anr., (1969) 3 SCC 864;*

(ii) *Matadin Mour v. Prahlad Kumar Mour, 1998 2 GLT 193;*

(iii) *State of U.P. and Others v. Sudhir Kumar Singh and Others, (2021) 19 SCC 706; and*

(iv) *Vice-Chairman and Managing Director, City and Industrial Development Corporation of Maharashtra Ltd. & Anr. v. Shishir Realty Private Limited & Ors., (2022) 16 SCC 527.*

[11.] Per contra, Mr. T. Lalnunsiama, learned Standing Counsel, Aizawl Municipal Corporation, by referring to the affidavit-in-opposition, submits that the earlier decision for allotting the work orders was found to be contrary to law, financial rules and public interest; in view of the fact that there was no budgetary provision for allotment of such work orders at the relevant time. It was, therefore, issued only in anticipation of allotment of fund. Therefore, the Executive Council of the AMC upon re-visiting the issue found the decision to

allot the work orders to be inconsistent with the financial norms and after making physical verification of the progress of the works, decided to cancel the work orders. He submits that the spot verification of the works clearly reveal that only a handful of the work orders allottee had barely executed the work while most of them had not even started the work. He submits that as per the work orders issued in the month of either December, 2025 or in January, 2026; the work was to be completed within a specified time frame ranging from six (6) months to twelve (12) months. However, upon making verification the respondent authorities found that except for a handful of the allottee, most of them had not even started their work despite passage of more than four (4) months since the issuance of the work orders and the stand of the agreement between the parties concerned.

[12.] Under the circumstances, the respondent authorities concerned, after due consideration decided to cancel the work orders in public interest and as such, this Court may not interfere with the cancellation of the work orders and instead dismiss the writ petition.

[13.] The learned Standing Counsel also submits that there could not be any promissory estoppels or claim for legitimate exception since the work orders were issued without having any fund available at that relevant time. To support

his submissions, the learned Standing Counsel, has relied upon the following authorities:-

(i) *Jagdish Mandal v. State of Orissa and Ors., (2007) 14 SCC 517;*

(ii) *Silppi Constructions Contractors v. Union of India and Anr., (2020) 16 SCC 489;*

(iii) *Kasinka Trading and Anr v. Union of India and Ors., (1995) 1 SCC 274; and*

(iv) *Union of India and Ors v. Hindustan Development Corporation and Ors., (1993) 3 SCC 499.*

[14.] I have heard the submissions made by the learned counsels for the rival parties and I have perused the materials available on record.

[15.] It is the claim of the petitioners that they have been duly issued the respective work orders to perform certain works, and for payment for the works executed is to be made after funds from the 15th Finance Commission Grant are received. According to them, in terms of the work orders and the agreement signed, they have mobilized their resources and have started executing the work. However, from the materials available on record, there is nothing to show as to how and in what manner and further, to what extent they have executed

the works prior to issuance of the impugned order in the month of May, 2026, asking them to stop all the works irrespective of whether the works have been started or not. Consequently, in the same month, the work orders has been terminated. The respondent AMC, on the other hand has taken a stand that out of the work order allottees numbering to sixty two (62) which also includes the present petitioners, only eight (8) of them had started the work. A chart has been annexed in this connection as Annexure – 1 to the affidavit-in-opposition of the respondent AMC and on perusal of the same, it may be seen that only a very minimal work has been executed by seven (7) of them while one of them has executed slightly more than the others. That the remaining fifty four (54) have not even started the work. The said stand of the respondent AMC has not been seriously disputed by the petitioner in their affidavit-in-reply. It may further be seen that importantly, it is not discernable from the materials available on record as to how the work orders have been issued to the petitioners. It, therefore, appears that such work orders have been issued on the basis of pick and choose policy.

[16.] The petitioners have contended that there has been violation of principle of natural justice, since no opportunity was given to them prior to cancellation of their work orders. However, in the absence of any acceptable criteria for

issuance of such work orders, it would not be available to the petitioners to contend that they should have been given a notice prior to issuance of the cancellation of the work orders. Further, as per the work orders issued to the petitioners, they were required to notify the Junior Engineer In-charge and the concerned Local Council Chairman before commencement of the work. However, not only they have failed to take a stand that they have complied with the said condition but they have also failed to make any presentation with supporting materials in the writ petition about the extent of work they had already completed when the two (2) impugned orders were issued.

[17.] Having regard to the working period prescribed in the work orders ranging from six (6) to twelve (12) months, the petitioners, themselves have only disregarded if not failed to abide by the timeline since no work have been performed by most of them even after the passage of more than four (4) months of issuance of work order.

[18.] Under the circumstance, this Court is of the considered view that the petitioners cannot be said to have any legitimate grievance insofar as their claim through this writ petition is concerned. They may claim for damages or damage compensation before a competent civil court as may be permissible in law.

[19.] Having come to the above conclusion referring to the authorities relied

upon by the learned counsel for the rival parties are found to be not necessary as they are mainly on violation of the principles of natural justice, promissory estoppels etc. Insofar as reliance to the case of ***Matadin Mour v. Prahlad Kumar Mour, 1998 2 GLT 193*** is made, it appears that in the instant case the respondent AMC has not provided specific paragraphs which according to the deponent is true to his knowledge and information and the paragraphs which are statements derived from the records of the case. However, from the pleadings made in the writ petitions itself, the petitioners are found to have failed to demonstrate that they had abided by the work order and the agreement signed by mobilizing their resources and have completed the works to a great extent. Similarly, they have also failed to demonstrate that there was a budgetary provision then for the works allotted and that such allotment was made by following acceptable processes. Therefore, this Court is not inclined to allow the writ petition, solely on account of improper verification of the affidavit of the respondent concerned. The issue raised in this regard can very well be considered in an appropriate case.

[20.] In the result, the writ petitions are found to be without merit and they are accordingly dismissed. The petitioners shall, however, be at liberty to approach the competent civil court to seek for damages or damage

compensation as may be permissible in law. No cost.

JUDGE

Comparing Assistant