GAHC030005352026

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

WP(C) No. 105 of 2026

1. SHRI ZORAMTHANGA,
S/o - Vanlalhruaia,
R/o - Vaivakawn, Aizawl,
Mizoram.

… PETITIONER.

-Versus-

1. THE SECRETARY,
Urban Development & Poverty Alleviation, MINECO,
Khatla, Aizawl,
Mizoram.

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

… RESPONDENTS.

WITH

WP(C) No. 106 of 2026

1. SH. LALMALSAWMA,
S/o – R. Lalrinawma,

R/o – Chawnpui, Aizawl,
Mizoram.

2. SMT. LALRUATKIMI,
D/o – Kawla,
R/o – Chawnpui, Aizawl,
Mizoram.

… PETITIONERS.

-Versus-

1. THE SECRETARY,
Urban Development & Poverty Alleviation, MINECO,
Khatla, Aizawl,
Mizoram.

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

…RESPONDENTS.

BEFORE

HONOURABLE MR. JUSTICE NELSON SAILO

Advocate for the petitioners: Ms. Annie Lalenkawii, Adv.

Advocates for the respondents: Mr. Samuel Vanlalhriata Chhangte, Addl. AG
Mr. T. Lalnunsiama, SC, AMC

Date on which judgment is reserved : 09.11.2026

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 Ms. Annie Lalenkawii, learned counsel for the petitioners and Mr. Samuel Vanlalhriata Chhangte, learned Additional Advocate, General, Mizoram, for the respondent No. 1. Also heard Mr. T. Lalnunsiama, learned Standing Counsel, Aizawl Municipal Corporation (AMC) for the respondent No. 2.

[2.] Since the issues involved in the both writ petitions are common and similar, they are being disposed of by this common order.

[3.] The case of the petitioner in WP(C) No. 105 of 2026 is that he was issued a Work Order on 19.12.2025 for construction of RCC drain at Seventh Day tlang near Anganwadi, Vaivakawn at the estimated cost of Rs.20,00,000/- with a working period of six (6) months from the date of issuance of the order. On the same day, the petitioner and the Joint Municipal Commissioner, AMC signed an agreement providing amongst others that the payment shall be made only after funds for financial year 2024-25 15th Finance Commission grant are received.

[4.] The petitioner was also issued a separate Work Order on the same day along with similar condition for construction of RCC Water Tank at Kanan Veng Thlanmual at the estimated cost of Rs.14,46,000/- and an agreement was also signed on the same day.

[5.] Pursuant to the Work Orders and the signed agreements, the petitioner contends that he took necessary steps for procuring materials and started executing the work concerned and for which, he had spent a huge amount of money. However, vide Order dated 05.05.2026, the Administrator & Municipal Commissioner, AMC ordered that the works should be stopped forthwith irrelevant of whether the works have started or not. Subsequently, vide two (2) separate orders both dated 27.05.2026, the contract/work order was cancelled immediately in public interest. Aggrieved the petitioner is before this Court.

[6.] In WP(C) No. 106 of 2026, there are two (2) petitioners. The petitioner No. 1 was issued a Work Order dated 23.12.2025 for construction of Rigid Pavement at Biakthanga Road, Chawnpui, Aizawl at the estimated cost of Rs.20,00,000/- with the working period as twelve (12) months from the date of issuance of Work Order. An agreement was signed between the petitioner No. 1 and the Joint Municipal Commissioner, AMC on the same day. Similarly, the petitioner No. 2 on 23.12.2025 was issued a Work Order for construction for Water Tank at Ainawn Middle School, Ainawn at the estimated cost of Rs.14,52,000/- with the working period of twelve (12) months from the date of issuance of the Work Order. An agreement was also signed between the petitioner No. 2 and the Joint Municipal Commissioner, AMC on the same day.

[7.] While the petitioners had taken necessary steps for procuring materials and started execution of the work by spending huge amount of money, they were asked to stop the work irrelevant of whether the work have started or not vide Order dated 05.05.2026 issued by the Administrator and Municipal Commissioner, AMC. Subsequently, vide two (2) separate Orders both dated 26.05.2026, the contract/work order of the petitioners were cancelled immediately in public interest. Aggrieved the petitioners are before this Court.

[8.] This Court, while issuing notice of motion on 29.07.2026 passed an interim order to the effect that till the next returnable date, the respondents should not issue a fresh tender or alot the work given to the petitioners in favour of any third party. The interim order continues till date.

[9.] The learned counsel for the petitioners submits that prior to issuance of the cancellation order, the petitioners were not given any show-cause notice or an opportunity to be heard and, therefore, principles of natural justice has been grossly violated. She submits that although the cancellation was said to have been made in public interest but the actual reason is because of regime change. The decision to cancel the work order is, therefore, politically motivated and violation of Article 14 of the Constitution of India. Therefore, the impugned cancellation of the work orders should be set aside.

[10.] The learned counsel submits that she in fact adopts the arguments that was advanced by the learned Senior Counsel in a similar bunch of cases, the lead case being WP(C) No. 108 of 2026.

[11.] Mr. T. Lalnunsiama, learned Standing Counsel, Aizawl Municipal Corporation, submits that he too would rely upon the submissions that was advanced earlier in a number of cases, wherein, WP(C) No. 108 of 2026 was the lead case. He also submits that cancellation of the work order was necessary because the work orders were awarded to the petitioners despite there being no funds available. He submits that despite the prescription of six (6) months to one (1) year for completion of the work, the petitioners, however, after laps of four (4) to five (5) months had not even started the work. He submits that although the petitioners have contended that they are procuring materials and started execution of the work and spent a huge amount of money; but there are no materials presented by them in the writ petitions to show that they had actually started the work and had spent a huge amount of money. Therefore, the claim made by the petitioners is without any basis and should be rejected.

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

[13.] As pointed out by the learned counsels for the rival parties, a number of

cases had been heard by this Court on 03.11.2026 and the lead case being WP(C) No. 108 of 2026. The said bunch of cases have been disposed of today by way of a common Order. This Court upon considering the contentions of the rival parties has come to the conclusion that the petitioner cannot said to have any legitimate grievance under the given facts and circumstances of the case and, therefore, the writ petitions have been dismissed.

[14.] As already noticed, since the issues involved are common and similar, the decision that was rendered would also be applicable in the instant writ petitions. For the sack of brevity, paragraph Nos. 15 to 20 of the common order in WP(C) No. 108 of 2026 & Ors., are abstracted hereunder:-

> "***[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."*

[15.] Consequently, this Court under the facts and circumstances do not find

any merit in the present writ petitions as well and they are accordingly dismissed in terms of the order abstracted above. No cost.

JUDGE

Comparing Assistant