**IN THE HIGH COURT OF JHARKHAND AT RANCHI**
**W.P.(C) No.7293 of 2019**
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Baleshwar Yadav son of late Dego Yadav, resident of village & Post Dowari, PS Itkhori (Gidhore), District Chatra, Jharkhand.

**… … Petitioner**

**Versus**

1.The State of Jharkhand.
2.The Principal Secretary, Department of Rural Development, Govt. of Jharkhand, PO & PS Dhurwa, Ranchi, Dist. Ranchi.
3. The Executive Engineer, Rural Development Department (Rural Works Affairs) Work Division, Chatra, PO and PS and District Chatra.
4. The Assistant Engineer, Rural Development Department (Rural Works Affairs), Work Division, Chatra, PO and PS and District Chatra, Jharkhand.

**… … Respondents**

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**CORAM : SRI ANANDA SEN, J.**

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**For the Petitioner:** Mr. Anil Kumar, Sr. Advocate
Ms. Chandana Kumari, Advocate
**For the Respondents:** Mr. Rakesh Kumar Sahi, Advocate

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**O R D E R**

**Reserved on 14.09.2026 Pronounced on: 25.09.2026**

By way of filing this writ petition, the petitioner has prayed to quash the order as contained in letter No.847 dated 22.06.2019 (Annexure 12), issued by respondent No.3, whereby and whereunder, a direction has been issued to the petitioner to correct the work with respect to maintenance and repair of road from Pakha to Lerho School (Road Length – 10.300 K.M.) until then the bills will be kept pending. Further prayer has been made to pay the dues of Rs.52,12,000/-, which according to the petitioner has been admitted by the authorities, as he has completed the work of repair and maintenance of the road way back on 29.06.2017. He also prays for release of security money of Rs.8,80,000/- and the amount equivalent to 5%, which has already been deducted from the payable amount in relations to the works done, and also prayed for payment of interest as well.

**2.** The petitioner is a registered contractor. The work of repair of road from Pakha to Lerho School (10.300 k.m.) was allotted to the petitioner. At the time of execution of the agreement, the petitioner deposited the necessary security money. The petitioner claimed that the area was a disturbed area as disturbance was created by extremists. The petitioner asked to provide security so that the work can be executed, but no help was provided. Petitioner

claims that the work could not be completed due to failure on the part of the respondent-State in providing security. Several letters of the petitioner addressed to the authorities to provide security fell to deaf ears. It is his contention that the period of work was extended till 30.06.2018. Vide letter dated 12.12.2018 (letter No.1668), the Executive Engineer, Rural Development Department requested the District Mining Officer, Chatra to repair the road as the same was damaged due to plying of vehicles by the stone lessees. The District Mining Officer communicated to the respondent No.3 (Executive Engineer, Rural Development Department), that if the road has been damaged due to plying of heavy vehicles, it is the Rural Development Department, which has to repair the same. As per the petitioner, as the work was complete, the authorities asked for allotment of fund of Rs.52,12,000/-, but the same was not paid. Ultimately, allotment of Rs.38.611 lakh was released for payment to the petitioner. It is the grievance of the petitioner that once the said amount was allotted, the respondent No.3, in an arbitrary manner, directed the petitioner to repair the damaged road, whose repairing work was already completed by the petitioner. Thus, the petitioner has filed the instant writ petition.

**3.** Respondents, in their counter affidavit, refuted the claim of the petitioner. On amongst others, their plea is that the entire work was not completed, thus the petitioner is not entitled for the amount, which he has claimed. It has also been mentioned in the Counter Affidavit that Section III, Part 2 (Special Condition for F2 Contract) at Clause 3.18 provides that the defect liability period of the completed work will be three years. The contractor has to rectify all the major and minor construction defects and the violations, at the cost of the contractor. Their claim is that since the work was not fully complete and several defects and shortcomings were found, viz. Incomplete parapet of hume pipe, premix coming out and breakage of hume pipe etc. the respondents took a stand that unless these defects are cured and repair work is done, petitioner is not entitled for the remaining amount.

**4.** When this writ petition was taken up on 15.04.2026, this Court directed the State to file a Supplementary Counter Affidavit intimating as to whether the petitioner is entitled to any amount or not and if the petitioner is not entitled to any, the reasons thereof should be mentioned. It was also ordered that the State will inform this Court the amount, which till date has been paid to the petitioner. In compliance to the aforesaid order, a Supplementary Counter Affidavit has been filed, wherein the State disputed the claim. They stated that

the agreement amount for the work is Rs.1,75,92,377/-. Though the work was not completed within 31.03.2017, which was the completion date, yet extension was granted till 30.06.2017. Even then the petitioner failed to complete the work. Thereafter, again extension was granted till 30.06.2018 by imposing penalty. In the said counter affidavit, it has been mentioned that the petitioner, vide letter dated 07.08.2018, informed that only work of ½ k.m. remains. However, in letter dated 18.12.2018, it has been submitted that the entire work has been completed. The officials of the respondents inspected the work on 20.06.2019, wherein several shortcomings were detected. It was found that the parapet of hume pipe was incomplete, premix was coming out, breakage of hume pipe, thus, the petitioner was asked to cure those defects so that his bills can be passed. Petitioner was also informed that unless the work is completed, his bills will not be paid. The respondents have taken a specific plea that the remaining work was not complete, inspite of reminders, therefore, final measurement could not be taken. It is their defence that since the work remained incomplete, the measurement book also reflected entries only till 4$^{th}$ Running Account Bill and no final measurement has been entered in the measurement book as the work is incomplete. It has also been submitted that the petitioner has been paid an amount of Rs.1,23,80,413/- for the work, which he has done and they have categorically taken a stand that the petitioner is not entitled to any further amount and there is no admissible due.

**5.** The Hon'ble Supreme Court, in the case of ***ABL International Ltd. versus Export Credit Guarantee Corpn. of India Ltd.*** reported in ***(2004) 3 SCC 553***at paragraph 27 has held that in appropriate case, a writ petition as against a State or an instrumentality of a State arising out of a contractual obligation is maintainable. It has also been held that a writ petition, involving consequential monetary claim is also maintainable. Paragraph 27 of the said judgment reads as under: -

> ***27. From the above discussion of ours, the following legal principles emerge as to the maintainability of a writ petition:***
> ***(a) In an appropriate case, a writ petition as against a State or an instrumentality of a State arising out of a contractual obligation is maintainable.***
> ***(b) Merely because some disputed questions of fact arise for consideration, same cannot be a ground to refuse to entertain a writ petition in all cases as a matter of rule.***
> ***(c) A writ petition involving a consequential relief of monetary claim is also maintainable.***

**6.** In ***Utkal Highway Engineers and Contractors versus Chief General Manager and Others*** reported in ***2025 SCC OnLine SC 1400***, the Hon'ble Supreme Court at paragraph 8 has held that non-payment of admitted dues can be considered an arbitrary action. Paragraph 8 of the said judgment reads as under: -

> ***"8. Be that as it may, the High Court has not dealt with the merits of the writ petition. Moreover, it is not an inviolable rule that no money claim can be adjudicated upon in exercise of writ jurisdiction. Non-payment of admitted dues, inter alia, may be considered an arbitrary action on the part of respondents and for claiming the same, a writ petition may lie. Further, throwing a writ petition on ground of availability of alternative remedy after 10 years, particularly, when parties have exchanged their affdavits, is not the correct course unless there are disputed questions of fact which by their very nature cannot be adjudicated upon without recording formal evidence."***

**7.** In the case of ***M/s. Jalakash versus State of Uttar Pradesh& Others[Special Leave Petition (Civil) No.6036 of 2020]***, the Hon'ble Supreme Court, vide order dated 25.01.2024 at paragraph 6, has held that a writ petition is maintainable even when it involves disputed question of facts, but it did not require elaborate recording of evidence. Paragraph 6 of the said judgment reads as under: -

> ***"6. It is settled law as per the decision of this Court in the case of ABL International Ltd. vs. Export Credit Guarantee Corporation of India Ltd.; (2004) 3 SCC 553, that even in a writ petition involving disputed question of facts, which do not require elaborate recording of the evidence, the High Court can entertain the petition filed under Article 226 of the Constitution of India. In any case, non-exercise of the jurisdiction under Article 226 of the Constitution of India, on the ground of availability of an alternate remedy is not a hard and fast rule but a rule of selfrestraint."***

This clearly means that where an elaborate evidence needs to be recorded, the writ petition should not be entertained. Recording of elaborate evidence is necessary when the facts are complicated and those facts require minute details, marshalling of evidence.

**8.** Thus, from the aforesaid judgment, it is clear that even in the matter of contractual dues, writ application will lie, but the said dues should be admitted. If there is no admission of any dues and the facts are complicated and disputed, which requires leading of extensive evidence, both oral and

documentary, those matters cannot be adjudicated and decided in an application under Article 226 of the Constitution of India.

**9.** In the instant case, I find that the respondents have nowhere admitted the amount which the petitioner has claimed. It is true that merely refusing a claim without any ground of refusal, cannot be said to be a disputed question of fact, but in this case, I find that the respondents have taken a ground, which clearly needs leading of evidence. Their ground is that the work is not complete and several instances have been given in support of their claim, like breakage of hume pipe, coming out of premix etc. It is also their plea that there was a defect liability period of 3 (three) years and the petitioner, inspite of letters and reminders, did not remove those defects. The aforesaid facts and allegations raised by the respondents needs to be rebutted by the petitioner by leading evidence. This rebuttal cannot only be by filing a statement on oath and denying the allegations by statement on oath. Thus, the facts, which needs to be proved and established in this case are complicated, and can only be done by leading oral and documentary evidence.

**10.** Thus, in view of what has been discussed, since the facts are complicated, which needs leading of evidence, moreso, when the dues are not admitted and it is also the stand of the respondents that the work has not yet been completed by the petitioner as per agreement, I am not inclined to grant any relief to the petitioner by exercising jurisdiction under Article 226 of the Constitution of India. The petitioner, if so advised, should approach a Civil Court of competent jurisdiction putting forth his money claim.

**11.** This writ petition is, accordingly, dismissed with the aforesaid liberty to the petitioner. Pending interlocutory applications, if any, stand disposed of.

**(Ananda Sen, J.)**

**Ranchi**
**Dated 25th September, 2026**
Kumar/Cp-02

Uploaded on 25.09.2026