CGHC010072202022 2026:CGHC:44068

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

SHYNA AJAY
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Date: 2026.10.14 16:43:38 +0530

WPC No. 1340 of 2022

M/s S.S. Sales Corporation Through Proprietor - Salikram Kesharwani S/o Natthulal Kesharwani, Aged About 41 Years, R/o Ward No. 7 Main Road Naulakkhapara, Tahsil Lormi, District- Mungeli (C.G.) (As Per Honble Court Order Dated- 26-03-2025)

... Petitioner(s)

versus

1 - State Of Chhattisgarh Through- Secretary, Department Of Forest, Mahanadi Bhavan Mantralaya Atal Nagar, Nava Raipur, District- Raipur (C.G.)

2 - Conservator Of Forest Mungeli, District- Mungeli (C.G.)

3 - Divisional Forest Officer Mungeli, District- Mungeli (C.G.)

... Respondent(s)

(Cause Title downloaded from CIS Periphery)

For Petitioner(s)	:	Mr. Pranay Gupta, Advocate on behalf of Mr. Amit Kumar, Advocate
For Respondent(s)	:	Dr. Arham Siddique, Panel Lawyer

SB: Hon'ble Mr. Justice Amitendra Kishore Prasad

Order on Board

12/10/2026

1. By way of this petition, the petitioner seeks the following reliefs :

10.1) This Hon'ble Court may kindly be pleased to call for the entire records pertaining to the case of the petitioner from the possession of the respondents for its kind perusal.

10.2) This Hon'ble Court may kindly be pleased direct the respondent authorities to release the due bill of the petitioner within stipulated time with interest.

10.3) Any other relief or relief(s) which this Hon'ble Court may think proper in view of the facts and circumstances of the case may also kindly be granted.

2. Brief facts of the case are that the petitioner entered into an agreement (Annexure P/1) with Respondent Nos. 2 & 3 for the year 2019-20 for the supply of machinery and construction materials, including water tanks, JCB machines, cement, iron, sand, hydra, and murrum etc., for construction work in the forest area. Although the petitioner duly executed the supplies as per demand without any complaint and submitted the corresponding bills, the respondents failed to release the payment. Despite submitting repeated representations, including those dated 11.10.2021 and 25.10.2021 (Annexure P/3), the Respondent authorities have neither cleared the pending dues nor provided any justification for the delay. Hence, this Petition.

3. Learned counsel for the petitioner submits that the petitioner duly fulfilled all contractual obligations under the agreement with Respondent Nos. 2 & 3 for the year 2019-20 by supplying the required machinery and materials in a timely manner and without any complaint. However, despite repeated representations, the

Respondent authorities have failed to release the legitimate payment due on the bills submitted. He further submits that this arbitrary and illegal inaction on the part of the Respondents has subjected the petitioner to severe financial distress.

4. On the other hand, learned counsel appearing for the State/Respondents submits that the non-payment of the alleged bill amount involves complex, disputed questions of fact regarding the supply, quantum and fulfillment of contractual terms.

5. Heard learned counsel for the respective parties and perused the documents placed on record.

6. Evidently, the present matter involves disputed questions of fact regarding the supply of materials and contractual payment claims, which cannot be adjudicated by this Court in exercise of its extra-ordinary writ jurisdiction under Article 226 of the Constitution of India. Consequently, the contention of the petitioner that the outstanding dues are undisputed cannot be accepted.

7. Accordingly, the Writ Petition is dismissed. However, liberty is reserved to the petitioner to avail such alternative civil remedies or approach the competent civil authority/Court as may be available under the law.

Sd/-

(Amitendra Kishore Prasad)
Judge

Shyna Ajay