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APHC010616302025

IN THE HIGH COURT OF ANDHRA PRADESH AT AMARAVATI [3327]
(Special Original Jurisdiction)

MONDAY, THE 12th DAY OF OCTOBER 2026
PRESENT
THE HONOURABLE SRI JUSTICE K SREENIVASA REDDY

WRIT PETITION Nos. 31965 of 2025, 1417 of 2026, 1573 of 2026, 9286 of 2026, 9412 of 2026 & 9939 of 2026

WRIT PETITION NO: 31965/2025
Between:
Plr Projects Private Limited **...PETITIONER**

AND
The State Of Ap and Others **...RESPONDENT(S)**

Counsel for the Petitioner:
1. SURESH KUMAR REDDY KALAVA

Counsel for the Respondent(S):
1. GP FOR PANCHAYAT RAJ RURAL DEV
2. GP FOR VIGILANCE
3. GP FOR GENERAL ADMINISTRATION

The Court made the following:

THE HONOURABLE SRI JUSTICE K SREENIVASA REDDY

WRIT PETITION Nos. 31965 of 2025, 1417 of 2026,
1573 of 2026, 9286 of 2026, 9412 of 2026 & 9939 of 2026

COMMON ORDER:

The petitioner in the present batch of the Writ Petitions, which is a contractor, is claiming the respective amounts for executing the respective contract works assigned to it, by the respondent authorities. Since the point involved in all these Writ Petitions is one and the same, at request of all the counsel, they are being taken up together and disposed of, by this Common Order.

2. In these Writ Petitions, the petitioner is seeking to declare the action of the respondents in not releasing the payments for the bills submitted by it, for execution of the respective contract works, and consequently, seeks direction to the respondents to release the pending bill amounts for the said works executed by it.

3. Heard all the learned counsel appearing for the parties on record.

4. The details of the works claimed to have been executed by the petitioner and the amounts claimed due by it, for execution of the respective works, are as under:

Sl. No.	Case No.	Description of the work executed by the petitioner, agreement number & date	Amount Claimed Rs.
1.	W.P.No.31965 of 2025	Package No.77/APRRP/ PRED/CTR/Road/017 consisting of 73 road works in Chowdepalle, Pulicherla, Punganur, Rompicherla and Chodam mandals of Chittoor district Agreement No. /2023-24, 27.7.2023	2,07,09,745/-
2.	W.P.No.1417 of 2026	Package No.31/APRRP/ PRED/CTR/Road/003 consisting of 64 road works in Chittoor district Agreement No.2/2019-20, 11.12.2019	16,72,57,153/-
3.	W.P.No.1573 of 2026	Package No.75/APRRP/ PRED/CTR/Road/015 consisting of 64 road works in Peddamandyam & Thambalapalli mandals of Chittoor district Agreement No. /2023-24, 27.7.2023	9,27,36,255/-
4.	W.P.No.9286 of 2026	Package No.74/APRRP/ PRED/CTR/Road/014 consisting of 70 road works in B.Kothakota & Kurabalakota mandals of Chittoor district Agreement No. /2023-24, 27.7.2023	1,99,27,137/-
5.	W.P.No.9412 of 2026	Package No.78/APRRP/ PRED/CTR/Road/018 consisting of 36 road	75,99,167/-

		works in Sodam & Somala Mandals of Punganur Constituency of Chittoor district Agreement No. /2023-24, 27.7.2023	
6.	W.P.No.9939 of 2026	Package No.75/APRRP/ PRED/CTR/Road/015 consisting of 64 road works in Peddaman-dyam & Thambalapalli mandals of Chittoor district Agreement No. /2023-24, 27.7.2023	2,24,63,533/-

5. It is the case of the petitioner that pursuant to the administrative sanction accorded by 1st respondent for the aforementioned works, respondent No.3 invited tenders for the same, and that the petitioner participated in the tender process and was awarded the respective contract works, and accordingly, it entered into respective agreements with the respondent-authorities and executed the respective works. It is its case that the respondent authorities examined and scrutinized the same, and made entries in the M-Book. It is stated that Quality Control authorities visited the sites, inspected the works done by the petitioner and issued Quality Control Certificates. Having been satisfied with the execution of the subject works by the petitioner and after measuring the same, the respondents are not releasing the respective pending bill amounts to the petitioner.

6. It is the grievance of the petitioner that even though the petitioner approached the respondent authorities on multiple occasions requesting for payment of aforesaid pending bill amounts, they are not paying the said amounts. According to the petitioner, having executed the works satisfactorily, within the prescribed time, non-payment of the bill amounts is arbitrary and unjustified. It is further stated that the petitioner, being a contractor, spent huge money for executing the subject works, and the delay in payment is causing severe financial hardship, necessitating the filing of the present Writ Petitions seeking appropriate directions for release of the outstanding amounts.

7. As per Rule 12 (i) (a) of the Writ Proceedings Rules, 1977 of the High Court of Andhra Pradesh, *every respondent in every Writ Petition intending to enter appearance and oppose any Writ Petition on which notice is issued by the High Court, shall enter appearance and file a Counter Affidavit in opposition as soon as may be and in any event one hundred and twenty days from the date of service of notice in the Writ Petition or the Service of Rule nisi on the said Respondent.* Despite adjourning the Writ Petitions from time to time for filing counter-affidavits by the respondents, counter-affidavits have not been filed within the stipulated period of 120 days as per the Writ Proceedings Rules, 1977.

8. Respondent No.5-Executive Engineer, Project Implementation Unit (PIU) Division, Chittoor, in his written instructions, submitted *inter alia* that pursuant to statutory directives and official reminders by the Regional Vigilance and Enforcement Officer, Tirupati, 5th respondent delivered all official files to the Enquiry Officer on 16.05.2026, and that all primary technical records, measurement logs and agreements pertaining to the execution of the subject contract works were handed over to the General Administration (Vigilance and Enforcement) Department to facilitate free and fair enquiry, and that in view of the pendency of the vigilance enquiry, the said respondent is not able to finalize the payment particulars, and release of bills amount would be considered subject final outcome, recommendations and clearance of the ongoing vigilance enquiry.

9. During pendency of the Writ Petitions, the Director General (V&E), General Administration Department and the Regional Vigilance and Enforcement Officer, Tirupati, were impleaded as respective respondents in the Writ Petitions, as per the Orders of this Court dated 12.08.2026.

10. Pursuant to the directions of this Court, the Director General, Vigilance and Enforcement appeared before this Court virtually on 19.8.2026 and stated that vigilance enquiry is going on and report would be submitted within two weeks. On being questioned, he submitted that

there is no dispute with regard to the execution of the respective contract works by the petitioner.

11. Perused the material on record.

12. There is no dispute with regard to the fact that the respondent authorities assigned the respective contract works, as mentioned supra, to the petitioner. Grievance of the petitioner is that though it executed the said contract works within the stipulated time to the satisfaction of the respondent authorities and the same were measured and entered in M-book and though Quality Control authorities inspected the works and issued Certificates, the respondent authorities are not releasing the payments covered under the bills that were submitted by the petitioner for the amounts spent by it, for executing the respective works.

13. A perusal of the material on record goes to show that even according to the respondents, there is no dispute with regard to execution of the respective works by the petitioner, and the petitioner's entitlement for the net amount. On this aspect, it is pertinent to refer to a decision of the Hon'ble Apex Court in *M/s. Utkal Highways Engineers and Contractors v. Chief General Manager & Ors.*[1], wherein it was held as under: (Paragraph No.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.

[1] 2025 SCC OnLine SC 1400.

> 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 affidavits, 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."

14. On this aspect, it is also pertinent to refer to a decision of the Hon'ble Apex Court in *Hari Krishna Mandir Trust v. State of Maharashtra and Others*[2] wherein it is held as under: (paragraph Nos.100 and 101)

> "100. The High Courts' exercising their jurisdiction under Article 226 of the Constitution of India, not only have the power to issue a Writ of Mandamus or in the nature of Mandamus, but are duty-bound to exercise such power, where the Government or a public authority has failed to exercise or has wrongly exercised discretion conferred upon it by a statute, or a rule, or a policy decision of the Government or has exercised such discretion mala fide, or on irrelevant consideration.
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> 101. In all such cases, the High Court must issue a Writ of Mandamus and give directions to compel performance in an appropriate and lawful

[2] AIR 2020 Supreme Court 3969.

manner of the discretion conferred upon the Government or a public authority."

15. Further, in *Kashmir Wood Products v. Verinag Development Authority and Others*[3], the High Court of Jammu & Kashmir held as under: (paragraph No.8)

> "8. It is astonishing to note that despite there being no dispute as regards the claim of the petitioners, the respondents have sit over the matter for the last more than six years and they have not released the payment in favour of the petitioner. If the requisite funds were not available with the respondents, they had no business to allot the work to the petitioner and if *in spite* of financial constraints, the respondents have made the petitioner to execute the work out of his own funds, it is their bounden duty to reimburse the petitioner at the earliest, that too with interest."

Since, in the case on hand, the amounts payable are admitted and undisputed, non-payment thereof amounts to arbitrary action on the part of the respondents, and hence, the Writ Petitions are maintainable.

16. The only contention of the learned Assistant Government Pleader is that a Vigilance Inquiry was initiated basing on the complaints received with regard to some irregularities that occurred in execution of the subject works, and that the Director General (Vigilance and Enforcement), Vijayawada is conducting inquiry and the

[3] 2021 SCC OnLine J&K 814.

Inquiry Report is awaited. According to the respondents, since Vigilance Inquiry is contemplated and report is awaited, the respective amounts payable to the petitioner have been kept pending. According to the learned Assistant Government Pleader, counter affidavits could not be filed since all the files have been circulated to the Vigilance Department for the purpose of enquiry.

17. In the era of digitalization, the contention of the learned Assistant Government Pleader that entire file has been sent to the Vigilance Department, and for that reason, they are unable to file counter affidavit or obtain instructions, is untenable and the same cannot by itself furnish any justification for withholding the legitimate dues of the petitioner. On the contrary, it lends support to the contention of the learned counsel for the petitioner that the payments due to the petitioner have been withheld on account of political rivalry.

18. In regard to pendency of Vigilance Inquiry, it is also pertinent to refer to a decision rendered by Coordinate Bench of this Court, in *Katta Chinna Kotaiah v. The State of Andhra Pradesh*[4] wherein, this Court held as under:

> "The Apex Court and this Court in catena of decisions held that when there is non-payment of the undisputed bills, the same is violative of Articles 14 and 16 of the Constitution of India. The counsel for the petitioner rightly placed reliance on the decision of the Apex Court in M/s. Surya Constructions v.

[4] MANU/AP/0721/2022.

> State of Uttar Pradesh and others [(2019) 16 SCC 794], following the judgment in ABL International Ltd. v. Export Credit Guarantee Corporation of India Ltd. [2004 (3) SCC 553]. In view of the Apex Court judgment, the contention of the learned Government Pleader that the Writ Petition is not maintainable before this Court could not be countenanced. The bills of the petitioner dated 13.03.2019 are admitted by the respondents and forwarded for payment after due measurements and obtaining quality control and the Vigilance report. Hence, the authorities are stopped from stating that the bills are submitted without executing the works. On the mere ground of pendency of Vigilance report, payment cannot be stopped. Accordingly, there shall be a direction to the respondents to pay the bill amount of Rs.8,08,828/- to the petitioner within a period of six weeks from the date of receipt of copy of this order."

In the case on hand, the only ground for not releasing the amounts to the petitioner is that the authorities are awaiting Vigilance Inquiry Report. As held in the aforesaid decision, mere pending receipt of the Vigilance Inquiry Report is not a ground to withhold the payments. Pendency of a file before the Vigilance Department, without any incidence, cannot be a ground to indefinitely postpone or deny the payment for the works duly executed.

19. There cannot be any dispute that the vigilance inquiry is independent of the statutory and administrative functions of the executing Departments relating to the

scrutiny, processing, and release of payments, and that the vigilance authorities are not competent to issue directions restraining the competent authorities from considering the claim of the contractors who executed the works or advise them to await completion of the vigilance inquiry before taking an appropriate decision in accordance with applicable Rules. It is also not disputed that the findings, if any, of the Vigilance and Enforcement Department, are only advisory and recommendatory in nature, and are placed before the competent authorities for such action as may be deemed appropriate in accordance with law. In the event any irregularity warranting recovery is noticed subsequently, it is always open to the competent authorities to initiate appropriate action in accordance with law.

20. The respondent-authorities cannot withhold the legitimate payments due to the contractors who admittedly and genuinely executed the works entrusted to them. Even assuming that there are political differences or *inter se* disputes between the parties, the same cannot be permitted to operate to the prejudice of the contractors, who have genuinely executed the works entrusted to them. Once the works have been duly executed and the amounts have become payable, the respondent-authorities are under an obligation to take a decision on the claims in accordance with law. The State and its instrumentalities cannot withhold legitimate payments on extraneous considerations. Administrative inaction cannot be allowed to defeat a legitimate claim, particularly when the respondents do not

dispute the execution of the works or demonstrate any lawful impediment to the release of the admitted dues.

21. The Hon'ble Apex Court in *Surya Constructions v. State of Uttar Pradesh and Others*[5] held as under: (paragraph Nos.3 and 4)

> "3. It is clear, therefore, from the aforesaid Order dated 22.03.2014 that there is no dispute as to the amount that has to be paid to the appellant. Despite this, when the appellant knocked at the doors of the High Court in a Writ Petition being Writ Civil No.25216 of 2014, the *impugned* judgment dated 02.05.2014 [Surya Construction v. State of U.P., 2014 SCC OnLine All 6071] dismissed the Writ Petition stating that disputed questions of fact arise and that the amount due arises out of a contract. We are afraid the High court was wholly incorrect inasmuch as there was no disputed question of fact. On the contrary, the amount payable to the appellant is wholly undisputed. Equally, it is well settled that where the State behaves arbitrarily, even in the realm of contract, the High Court could interfere under Article 226 of the Constitution of India (ABL International Ltd. v. Export Credit Guarantee Corpn. Of India Ltd. [ABL International Ltd. v. Export Credit Guarantee Corpn. of India Ltd., (2004) 3 SCC 553]).
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> 4. This being the case and the work having been completed long back in 2009, we direct Uttar

[5] (2019) 16 SCC 794.

Pradesh Jal Nigam to make the necessary payment within a period of four weeks from today. Given the long period of delay, interest @ 6% p.s. may also be awarded."

22. Learned counsel for the writ petitioner relied on a decision of a Co-ordinate Bench of this Court dated 04.07.2025 in W.P.No.12525 of 2024, wherein it is held thus: (paragraphs 7 and 8)

"7. This Court after hearing the respective counsel is of the considered opinion that as there is no dispute to the execution of the works and the amounts due to the petitioner, as apparent from Paragraph No.5 of the Counter Affidavit, the petitioners in that scenario **cannot be called upon to wait peremptorily** for conclusion of vigilance enquiry to receive their rightful amounts. At the same time, this Court cannot foreclose the vigilance enquiry.

8. Therefore, a balance has to be maintained vis-à-vis the ongoing vigilance enquiry and petitioners, whose execution of works and amounts due are not in dispute. Therefore, it would be appropriate to dispose of the Writ Petition with the following directions:

(i) The petitioner shall submit a security bond undertaking to reimburse the amount to the Respondent-Corporation, if any on account of deficiency in the work or excess payment is made by the Respondent-Corporation pursuant to the ongoing vigilance enquiry;

(ii) On furnishing of security bond, the Respondent authorities are directed to pay the amounts due to the Petitioner within a period of six (6) months from today…"

The aforesaid order has been followed by another learned single Judge of this Court, in the Common Order dated 10.04.2026 in Writ Petition Nos. 1916 of 2026, 2111 of 2026 and 2116 of 2026,

23. The maxim 'Justice delayed is justice denied' is one of the most enduring principles of the administration of justice. It conveys a simple, yet profound truth,- 'justice loses much of its meaning when it is delivered too late'. A remedy obtained after years of waiting may, in practical terms, ceases to be a remedy at all. The essence of justice is not merely deciding a dispute correctly, but in deciding it fairly, efficiently, and within a reasonable time.

For a successful litigant, a judgment that comes after years of struggle may offer little solace, and the relief would have lost much of its practical value. The maxim also reminds us that the right to speedy justice is an essential component of the rule of law. As Lord Hewart observed, "Justice should not only be done, but should manifestly and undoubtedly be seen to be done."

To this, I am of the opinion to further add that justice should also be done in time. Justice, therefore, is not complete when it is pronounced, but it is complete when it is delivered in time to make it remedy effective.

24. When an instrumentality of the State acts contrary to the public good and public interest, unfairly, unjustly and unreasonably, in its contractual, constitutional or statutory obligations, it really acts contrary to the constitutional guarantee under Article 14 of the Constitution of India. It is not the case of the respondents that the contracts in question were obtained either by fraud or misrepresentation. Therefore, there is no other reason for the respondent authorities for not releasing the amounts in favour of the petitioner. Apart from this, when State or State instrumentalities act in an arbitrary manner or fail to act within time, the Writ Court does have jurisdiction to entertain the matter. In the aforesaid circumstances, in the considered opinion of this Court, mere pending receipt of the Vigilance Inquiry Report is not a ground for withholding the amounts for the works which are admittedly executed by the petitioner.

25. In view of the foregoing discussion and having regard to all the facts and circumstances of the case, the respondent-authorities are directed to verify and pay the respective amounts due to the petitioner in all the above Writ Petitions within a period of four months from the date of receipt of this Common Order.

It is made clear that in the event of any irregularity noticed in the Vigilance Inquiry Report, warranting recovery, it is open to the authority concerned to initiate appropriate action in accordance with law. The petitioner shall execute an indemnity bond to the above effect that if it is found that

the petitioner has not executed the subject contract works, it would repay the amount so paid.

26. Accordingly, the Writ Petitions are disposed of. There shall be no order as to costs of these Writ Petitions.

As a sequel, interlocutory applications pending, if any, in these Writ Petitions shall stand closed.

JUSTICE K. SREENIVASA REDDY

12.10.2026
DRK

THE HONOURABLE SRI JUSTICE K SREENIVASA REDDY

COMMON ORDER

IN

WRIT PETITION Nos. 31965 of 2025, 1417 of 2026,
1573 of 2026, 9286 of 2026, 9412 of 2026 & 9939 of 2026

12.10.2026

DRK