**APHC010113802025**

**IN THE HIGH COURT OF ANDHRA PRADESH**
**AT AMARAVATI [3332]**
**(Special Original Jurisdiction)**

SATURDAY, THE 10th DAY OF OCTOBER 2026

**PRESENT**

**THE HONOURABLE SRI JUSTICE RAVI CHEEMALAPATI**

**WRIT PETITION NO: 5886/2025**

**Between:**

1. A J JAYA KUMAR, S/O LATE VENKATAIAH, AGED ABOUT 65 YEARS, OCC. CIVIL AND ELECTRICAL CONTRACTOR, RESIDENT OF D.NO.15-3-18,19TH WARD, SANTHI NAGAR PONNUR TOWN, GUNTUR DISTRICT, ANDHRA PRADESH.

**...PETITIONER**

**AND**

1. THE GENERAL MANAGER, SOUTH CENTRAL RAILWAY, 3RD FLOOR, RAILWAY NIRMAN NILAYAM, SECUNDERABAD-500 025, TELANGANA.
2. THE CHIEF PROJECT DIRECTOR, RAILWAY ELECTRIFICATION WORKS, 4TH FLOOR, RAILWAY NIRMAN NILAYAM, SECUNDERABAD- 500 025, TELANGANA.
3. THE DEPUTY CHIEF ELECTRICAL ENGINEER, RAILWAY ELECTRIFICATION WORKS, 4TH FLOOR, RAILWAY NIRMAN NILAYAM, SECUNDERABAD- 500 025, TELANGANA.
4. THE SENIOR ASSISTANT FINANCIAL ADVISOR RAILWAY ELECTRIFICATION WORKS, 4TH FLOOR, RAILWAY NIRMAN NILAYAM, SECUNDERABAD- 500 025, TELANGANA
5. THE SENIOR SECTION ENGINEER SSE, RAILWAY ELECTRIFICATION WORKS, 4TH FLOOR, RAILWAY NIRMAN NILAYAM, SECUNDERABAD- 500 025, TELANGANA
6. TATA PROJECTS LIMITED, REP. BY ITS MANAGING DIRECTOR,

1ST FLOOR, OKAYA CENTRE, 85, INDUSTRIAL AREA, SECTOR - 62 NOIDA, UTTAR PRADESH - 201307 .

**...RESPONDENT(S):**

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased topleased to issue a Writ, Order or direction more particularly one in the nature of Writ of Mandamus declaring the action of the 2nd Respondent in not paying the balance and outstanding payment of Rs. 17,71,120/- towards the execution of the works of (SSP) Sub Sectioning and Paralleing (Switching Station) WO-600031/6903 and Excavation INO-01 by the petitioner under a sub-contract with the 6th Respondent being arbitrary, illegal and unjust and consequently direct the 2nd Respondent to pay/clear the outstanding amount of Rs. 17,71.120/- (Switching work RA-01-WO-6903 and Excavation INO-01) to the 6th Respondent so as to enable the 6th Respondent in turn pay the said amount to the petitioner, who got executed the work, in the interest of justice and pass

**IA NO: 1 OF 2025**

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased pleased to direct the 2nd Respondent to pay/clear the outstanding amount of Rs.17,71.120/-(SSP) Sub Sectioning & Paralleing (Switching Station) WO-600031/6903 and Excavation INO-01 to the 6th Respondent so as to enable the Respondent in turn pay the said amount to the petitioner, who got executed the work, pending disposal of the above writ petition, in the interest of justice and pass

**IA NO: 1 OF 2026**

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased may be pleased to grant leave to file the counter affidavit in W.P. No. 5886 of 2025 and to pass

**Counsel for the Petitioner:**

1. VELAGAPUDI V N RAO

**Counsel for the Respondent(S):**

1. BACHINA HANUMANTHA RAO (CENTRAL GOVT COUNSEL)

2.G V S GANESH

**The Court made the following:**

**ORDER:**

To declare the action of the 2nd respondent in not paying the balance outstanding amount of Rs.17,71,120/- towards the execution of the works relating to SSP (Sub-Sectioning and Paralleling) (Switching Station) WO-600031/6903 and Excavation INO-01, undertaken by the petitioner under a sub-contract with the 6th respondent, as illegal and arbitrary, the present writ petition has been filed.

2. Heard Sri Velagapudi V N Rao, learned counsel for the petitioner and Sri Bachina Hanumantha Rao, learned Central Government Counsel appearing for respondents.

3. While reiterating the contents of the affidavit, learned counsel for the petitioner submitted that the petitioner had completed the sub-contract works entrusted by the 6th respondent and that an amount of Rs.17,71,120/- remained outstanding after part payments. He contended that, despite repeated requests, the amount was not paid on the ground that the bills of the 6th respondent had not been cleared by the official respondents. He further relied on the judgment of the Calcutta High Court in Union of India and Ors. v. M/s IMECO Ltd. and Anr.[1] and contended that the writ petition filed by the sub-contractor is maintainable. Accordingly, prayed for a direction to the respondents to release the outstanding dues to the petitioner.

4. Learned Central Government Counsel, on the other hand, contended that there is no privity of contract between the petitioner and respondent Nos.1 to 5 and that the official respondents are not liable to make any payment to

[1] 2024(3) Cal HCN 341

the petitioner. He further submitted that the alleged outstanding amount arises out of the private sub-contract between the petitioner and the 6th respondent. He further contended that there is no admitted liability on the part of the official respondents, and that the petitioner has an alternative remedy before the competent forum. If at all the petitioner wants to claim any amount, he has to claim it from the original contractor, i.e., the 6th respondent, but not from the official respondents.

5. Perused the record and considered the submissions made by learned counsel for the parties.

6. Admittedly, the petitioner is a sub-contractor under the 6th respondent. It is also admitted fact that the 6th respondent entered into a contract with the South Central Railway. The petitioner, being a sub contractor of the 6th respondent, claims that some amount is still due to him towards the work executed. As could be seen from the pleadings, the petitioner requested the 6th respondent (Tata Projects Limited) several times to clear the outstanding amount due towards the contractual work completed by him. However, the 6th respondent kept postponing the payments on the ground that the bills had not been cleared by respondent Nos.1 and 5. As the 6th respondent failed to pay the amount claimed by the petitioner (sub-contractor), the present writ petition came to be filed.

7. Learned counsel for the petitioner relied on the Judgment of the Culcutta High Court and contended that, when there is no dispute with regard to the contract and the amounts are admitted by the authorities, the writ petition filed

by the petitioner is maintainable and this Court can direct the official respondents to release the amounts. The said contention is untenable, and the observations made in the decision relied upon by the petitioner cannot be made applicable to the facts of the present case. Under the general law of contracts, a contract can only be enforced by one party to the contract against the other party, and not by a third party. This principle is known as the doctrine of privity of contract. The contention of the petitioner that Government authorities have a duty to act fairly, reasonably and impartially towards any person or organization, whether in a contractual capacity or otherwise, cannot be disputed. However, the said principle cannot be applied in each and every case. In the absence of any contract between the petitioner and the official respondents, it cannot be said that the official respondents acted unfairly towards the petitioner. In the counter, the respondents denied the claim of the petitioner and contended that the respondent officials are not liable to make any payment, directly or indirectly, to the petitioner. It was further contended that the petitioner had received part payments from the 6th respondent and that any balance amount, if at all due, arises only under the private sub-contract between the petitioner and the 6th respondent. The alleged outstanding amount is, therefore, a matter strictly between the petitioner and the 6th respondent.

8. In view of the foregoing discussion, this Court is of the view that the petitioner cannot ventilate his grievance before this Court under Article 226 of

the Constitution of India. The petitioner has to independently pursue his claim against the 6th respondent before the competent forum.

9. Accordingly, the Writ Petition is disposed of. There shall be no order as to costs.

As a sequel, miscellaneous applications, pending if any, shall stand closed.

**JUSTICE RAVI CHEEMALAPATI**

Date: 10.10.2026

Note: Issue CC by 13.10.2026
B/o JLV

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**THE HONOURABLE SRI JUSTICE RAVI CHEEMALAPATI**

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