



**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

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CWP-39291-2025**Date of Decision: 30.03.2026**

BRIJ HOSPITALITY SERVICES

...Petitioner

Vs.

UNION OF INDIA AND OTHERS

...Respondents

CORAM:- HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present:- Mr. G.C. Shahpuri, Advocate with
Mr. Lokesh Shivansh, Advocate and
Mr. Sandeep Kumar, Advocate for the petitioner

Mr. Pankaj Gupta, Sr. Panel Counsel with
Mr. Vaibhav Gupta, Advocate for respondents

JAGMOHAN BANSAL, J. (ORAL)

1. The petitioner through instant petition under Article 226 of the Constitution of India is seeking direction to respondents to release payment with respect to work carried out by it for the respondent along with interest @ 18% per annum.

2. Replication to written statement of respondents filed on behalf of petitioner is taken on record. Registry is directed to tag the same at an appropriate place.

3. The petitioner is a proprietorship concern. It is a Government Contractor. It is regularly rendering services to Northern Railways. It claims that during May-June'2021 and January' 2022, on the asking of respondent, services of house-keeping were rendered. The respondent

was liable to pay a sum of ₹7,18,870/-. The petitioner rendered services during the said period is evident from office memo dated 20.07.2023. The said memo has been signed by Sr. Section Engineer. The respondent developed dishonest intention and resiled from its oral commitment. The respondent refused to release payment. The respondent has rejected petitioner's claim on the sole ground that there was no work order in his favour.

4. On being confronted with office memo dated 20.07.2023, learned counsel for respondents submits that aforesaid office memo does not disclose that petitioner had worked during the said period. He actually worked for three months and payment for the said period was made. There is no evidence of oral assurance by any officer. The petitioner is claiming alleged dues after more than four-five years.

5. Heard the arguments and perused the record.

6. From the perusal of record, it is evident that by office memo dated 20.07.2023, respondent has conceded that someone had rendered services during May-June'2021 and January' 2022. Petitioner is claiming that it was rendering services since 2019. The petitioner is entitled to charges, if it has rendered services during the said period. The aforesaid memo makes it clear that services were availed by respondent, however, it cannot be concluded that it was petitioner who had rendered services. The respondent is rejecting petitioner's claim on the sole ground that there was no work order and there is no evidence of oral assurance. It is true that payment cannot be released without work order, however, if the

petitioner has worked on the assurance of respondent that post-facto approval would be granted, it cannot be denied its payment. The respondent is bound to consider its memo dated 20.07.2023 and release the payment, if during verification it is found that petitioner had actually rendered services. The petitioner may be asked to submit indemnity bond to avoid claim of anybody else. The respondent, in the absence of contrary evidence, is supposed to act upon its aforesaid memo. The question of limitation is irrelevant because respondent has accepted its liability in July' 2023.

7. In the backdrop, the petition stands disposed of. Let the needful be done within 3 months from today.

8. Pending application(s), if any, stands disposed of.

(JAGMOHAN BANSAL)
JUDGE

March 30, 2026
Deepak DPA

Whether Speaking/reasoned	Yes/No
Whether Reportable	Yes/No