IN THE HIGH COURT OF JHARKHAND AT RANCHI

W.P.(C) No.1563 of 2025

M/S. EAGLE INFRA INDIA LIMITED, a Company within the meaning of section 2 (20) of the Companies Act, 2013, having its registered office at BK No-758, Room No.-16, NR Plot No-59, NR Chopra Court, Ulhasnagar, Maharashtra 421003, represented by authorized representative, Mr. Prashant Vasantrao Khandale son of Mr. Vasantrao Baliram Khandale, aged about 61 years, resident of 1572 - Meher -Abode, Line No. 2 Near Z. P. Primary School, Jawahar Nagar, P.O. & P.S-Akola, Town & District-Akola.

... ... Petitioner

Versus

1. JHARKHAND URBAN INFRASTRUCTURE DEVELOPMENT COMPANY LIMITED (JUIDCO) through its secretary, having its Office at 2nd Floor, Vasundhara Mega Mart, Argora Chowk, P.O. & P.S.- Argora, Ranchi-834002 (Jharkhand.).
2. The Managing Director, Jharkhand Urban Infrastructure Development Company Limited (JUIDCO), having his Office at 2nd Floor, Vasundhara Mega Mart, Argora Chowk, P.O. & P.S.- Argora Ranchi-834002 (Jharkhand.)

... ... Respondents

CORAM : SRI ANANDA SEN, J.

For the Petitioner(s) : Mr. Nitin Kr. Pasari, Advocate

For the Respondent(s) : Mr. Krishna Murari, Advocate,
Through V.C.
Mr. Raj Vardhan, Advocate

J U D G M E N T

CAV on : 09/07/2026 Pronounced on : 15/07/2026

At the outset it is relevant to note that this case was initially taken up by the Division Bench, as all tender matters, as per the roster, were to be heard by the Division Bench. After the change of roster, matters relating to admitted contractual dues are to be heard by the Single Bench, thus this matter has been listed before this Court.

Learned counsel Mr. Krishna Murari, appeared through virtual mode. There is no complaint with regard to quality or clarity in the audio and the video.

<u>RELIEF SOUGHT FOR BY THE PETITIONER IN THIS WRIT PETITION</u> :-

> *"(a) For issuance of an appropriate writ, order or direction, directing upon the Respondents to show cause as to how and under what authority of law, the running bills, being R.A. No. 29 is not being released, though works have been completed to the satisfaction of the Respondents.*
>
> *(b) For issuance of an appropriate writ, order or direction, directing upon the Respondents to show cause as to how and under what authority of law, the dues of the petitioner with regard to the Operation & Maintenance work is not being released though works have been completed to the satisfaction of the Respondents.*
>
> *(c) For issuance of an appropriate writ, order or direction, directing upon the Respondents to forthwith release the pending dues of the petitioner alongwith applicable interest towards the running bills as also the bills pertaining to Operation and Maintenance work.*
>
> *(d) For issuance of an appropriate writ, order or direction, directing upon the respondent to make payment for the period between 01.11.2023 till date, which are the extra months of working*

without there being any extension of agreement and for non-taking over of the site in question, though the petitioner has making repeated requests for the same.

(e) For issuance of an appropriate writ, order or direction, directing upon the respondent to release the Bank Guarantee of the petitioner, since after the completion of the agreement viz., operation & maintenance, which came to end on 31.10.2023, there is no reason for the respondent to keep the Bank Guarantee of the petitioner alive, which is an extra burden upon the petitioner."

2. GRIEVANCES OF THE PETITIONER :-

The case of petitioner is that the petitioner was awarded a contract in 2015 by JUIDCO for the Harmu River rejuvenation project, including five years of Operation & Maintenance (O & M). The petitioner completed the project on 31.10.2018 and O & M work on 31.10.2023, but JUIDCO allegedly failed to release the final running bill (R.A. Bill No. 29), O&M dues, payment for work performed after 31.10.2023 due to non-handing over of the site, and also did not release the Bank Guarantee, despite successful completion of the contract. Despite repeated representations and JUIDCO's acknowledgment that the work had been completed and the final bill was under scrutiny, payment was withheld. Thus, the petitioner has approached this Court filing this writ petition under Article 226 of the Constitution of India, praying therein to release the admitted dues of the petitioner and also release the Bank Guarantee.

3. <u>ARGUMENTS ON BEHALF OF PETITIONER</u> :-

Learned counsel for the petitioner submitted that the petitioner was awarded the contract pursuant to a valid tender process and the petitioner executed the entire project along with the Operation and Maintenance obligations. The respondents themselves issued the Completion Certificate and subsequently by letter dated 29.01.2024, acknowledged that the project, as well as the O&M period, had been completed and that the final bill was under scrutiny. Once completion of work has been admitted, there remains no justification for withholding the final running bill, O&M dues and other consequential payments. No defect, breach of contract or deficiency has ever been communicated to the petitioner and neither they reject the petitioner's bills nor passed any order assigning reasons for withholding payment. He further submitted that the contractual period of Operation and Maintenance expired on 31.10.2023. However, despite repeated requests, the respondents failed to take over possession of the project. The petitioner had no option but to continue maintaining the project solely because the respondents did not assume possession. It is also submitted by the learned counsel on behalf of this petitioner, that the Bank Guarantee was furnished only to secure due performance of the contract. The contractual obligations having been fully discharged, and the O&M period having expired on 31.10.2023, there exists no legal basis requiring the petitioner to continue renewing the Bank Guarantee. He finally submitted that the respondents have withheld substantial contractual dues for an inordinate period without any lawful justification. Hence, the respondents may be directed to forthwith release the petitioner's admitted dues together with applicable interest and consequential reliefs.

4. <u>ARGUMENTS ON BEHALF OF RESPONDENTS</u>:-

Learned counsel for the respondents submitted that the relief sought by the petitioner essentially pertains to recovery of money under a commercial contract, which cannot ordinarily be entertained in writ jurisdiction. It is settled law that where adjudication of contractual rights requires examination of disputed facts, measurement records, certification of bills, contractual compliances and financial scrutiny, the parties ought to be relegated to the remedy contemplated under the contract. The petitioner seeks payment from 01.11.2023 onwards on the ground that the respondents did not take over the project. Such claim has absolutely no contractual foundation. The doctrine of legitimate expectation has no application where parties are governed by an express written contract. The operation and maintenance period stood completed on 31.10.2023. Any work allegedly performed thereafter cannot automatically fasten financial liability upon the respondents. Unless there is a valid extension order, supplementary agreement, fresh work order, written approval of competent authority, no payment can be claimed merely because the petitioner continued to remain at the site voluntarily. It is also submitted that the agreement provides for a contractual dispute resolution mechanism. The petitioner has an efficacious alternative remedy of Arbitration by invoking arbitration clause or file appropriate civil proceedings for recovery of money.

5. <u>RESPONDENT'S ADMISSION IN RESPECT OF RELEASE OF BANK GUARANTEE / PERFORMANCE GUARANTEE</u> :-

5.1. Before analyzing the arguments and facts, it is necessary to note a very important factual admission made by the respondents at the time of argument.

5.2. Mr. Krishna Murari, learned counsel representing the respondents at the very outset has stated that he had taken instruction from his client, who had informed him that the Bank Guarantee furnished by the petitioner has been released in entirety in favour of the petitioner, 2-3 days' back.

5.3. One of the prayers in the writ petition is for a direction upon the respondents to release the Bank Guarantee. Since the Bank Guarantee has already been released, this prayer of the petitioner has become infructuous, but this voluntary release of the Bank Guarantee in favour of the petitioner now (during pendency of this application) will have a great ramification in this case, which will be dealt with in the subsequent paragraphs at an appropriate stage.

6. <u>ANALYSIS</u> :-

(A) <u>LAW ON THE POINT MAINTAINABILITY OF WRIT PETITION IN RESPECT OF MONEY CLAIM :-</u>

6.1. After hearing both the parties and going through the records of this case, I find that by filing this writ petition, the petitioner – Company has claimed its outstanding monetary dues. Before proceeding any further, it is to be seen as to whether money claim / dues arising out of contract can be made under Article 226 of the Constitution of India or not or the parties mandatorily should be relegated to the Civil Court.

6.2. In the case of ***ABL International Ltd. & Anr. Vs. Export Credit Guarantee Corporation of India Ltd. & Ors.*** reported in ***(2004) 3 SCC 553,*** the Hon'ble Supreme Court was deciding the issue as to whether money claim can be made under Article 226 of the Constitution or not.

In para-25 of the aforesaid judgment i.e. ***ABL International Ltd.*** *(supra)*, the Hon'ble Supreme Court after recording the objection in this respect has held that the objection cannot be accepted in its absolute terms. Further, in the said paragraph, while taking note of the judgment in the case of ***U.P. Pollution Control Board Vs. Kanoria Industrial Ltd.*** *reported in* ***(2001) 2 SCC 549*** and ***Suganmal Vs. State of M.P.*** reported in ***AIR 1965 SC 1740***, the Hon'ble Supreme Court has opined that those judgment cannot be read as laying down the law that no writ petition at all can be entertained for money claim. The Hon'ble Supreme Court held that it is one thing to say that the High Court has no power under Article 226 of the Constitution to issue a writ of mandamus for refund of the money illegally collected. It is yet another thing to say that such power can be exercised sparingly depending upon the facts and circumstances of each case. In para-26, the Hon'ble Supreme Court held that in a given case, it is open to the Writ Court to give monetary relief also.

In para-27, the Hon'ble Supreme Court established the legal principle on the maintainability of writ petitions in contractual matters and has held that in appropriate cases, writ petition against the State is maintainable which arises out of contractual obligation. The Hon'ble Supreme Court further held that if merely some disputed question of fact arises for consideration, the same cannot be ground to not entertain the writ petition as a matter of rule. A writ petition involving consequential relief of monetary claim is also maintainable. Para-27 of the aforesaid judgment is quoted hereinbelow:-

> ***"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."*

6.3. Further, in a recent order of the Hon'ble Supreme Court in the case of ***M/s Utkal Highways Engineers and Contractors Vs. Chief General Manager & Ors.*** reported in ***2025 SCC***

OnLine SC 1400, at para-8, it has been held that it is not an inviolable rule that no money claim can be adjudicated upon in exercise of writ jurisdiction. The Hon'ble Supreme Court went on to hold that 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. While holding this, the Hon'ble Supreme Court relied upon the judgment passed in the case of ***Surya Constructions Vs. State of Uttar Pradesh & Ors.*** reported in ***(2019) 16 SCC 794***. Para-8 of the aforesaid order i.e. M/s Utkal Highways Engineers (supra) is quoted hereinbelow:-

> *"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 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."*

6.4. Thus, from the aforesaid order, it is now well established that monetary claim of admitted dues arising out of a contract where State is a party, is amenable to writ jurisdiction under Article 226 of the Constitution, as there is no absolute bar.

(B) <u>LAW ON THE POINT OF ENTERTAINING A WRIT PETITION INVOLVING DISPUTED QUESTION OF FACTS :-</u>

6.5. Now the next question arises is as to what extent a dispute can be adjudicated under Article 226 of the Constitution; and whether a case which involves disputed question of facts principally should be entertained by the High Court while exercising jurisdiction under Article 226 or not. This issue has also been addressed by the Hon'ble Supreme Court in the case of ***ABL International Ltd.*** *(supra),* wherein at para-16, it had been held that there is no absolute rule that in all cases involving disputed question of facts, the party should be relegated to a civil suit. The Hon'ble Supreme Court after taking note of para-7 of ***State of Bihar & Ors. Vs. Jain Plastics and Chemicals Ltd.*** reported in ***(2002) 1 SCC 216***, has held that though the aforesaid judgment shows that a writ petition involving serious disputed questions of facts which requires consideration of evidence which is not on record, will not normally be entertained by a court in the exercise of its jurisdiction under Article 226 of the Constitution of India, but the said decision, in the opinion of the Hon'ble Supreme Court, does not lay down an absolute rule that in all cases involving disputed questions of fact the parties should be relegated to a civil suit. In support of the said observation, the Hon'ble Supreme Court relied upon the judgment in a case of ***Smt. Gunwant Kaur & Ors. Vs. Municipal Committee, Bhatinda & Ors.*** reported in ***(1969) 3 SCC 769*** *(para-14 & 16).*

> ***"14.*** *The High Court observed that they will not determine disputed question of fact in a writ petition. But what facts were in dispute and what were admitted could only be determined after an*

affidavit in reply was filed by the State. The High Court, however, proceeded to dismiss the petition in limine. The High Court is not deprived of its jurisdiction to entertain a petition under Article 226 merely because in considering the petitioner's right to relief questions of fact may fall to be determined. In a petition under Article 226 the High Court has jurisdiction to try issues both of fact and law. Exercise of the jurisdiction is, it is true, discretionary, but the discretion must be exercised on sound judicial principles. When the petition raises questions of fact of a complex nature, which may for their determination require oral evidence to be taken, and on that account the High Court is of the view that the dispute may not appropriately be tried in a writ petition, the High Court may decline to try a petition. Rejection of a petition in limine will normally be justified, where the High Court is of the view that the petition is frivolous or because of the nature of the claim made dispute sought to be agitated, or that the petition against the party against whom relief is claimed is not maintainable or that the dispute raised thereby is such that it would be inappropriate to try it in the writ jurisdiction, or for analogous reasons."

"16. *In the present case, in our judgment, the High Court was not justified in dismissing the petition on the ground that it will not determine disputed question of fact. The High Court has jurisdiction to determine questions of fact, even if they are in dispute and the present, in our judgment, is a case in which in the interests of both the parties the High Court should have entertained the petition and called for an affidavit in reply from the respondents, and should have proceeded to try the petition instead of relegating the appellants to a separate suit."*

Further, the Hon'ble Supreme Court relied upon the judgment passed in ***Century Spg. And Mfg. Co. Ltd. Vs. Ulhasnagar Municipal Council*** reported in ***(1970) 1 SCC 582***, specially para-13, wherein it has been held as hereunder:-

> *"Merely because a question of fact is raised, the High Court will not be justified in requiring the party to seek relief by the somewhat lengthy dilatory and expensive process by a civil suit against a public body. The questions of fact raised by the petition in this case are elementary."*

Ultimately, at para-19 in the case of ***ABL International Ltd.*** *(supra)*, the Hon'ble Supreme Court had made it clear that merely because one of the parties to the litigation raises a dispute in regard to the facts of the case, the court entertaining such petition under Article 226 of the Constitution is not always bound to relegate the parties to a suit.

6.6. Recently, in the case of ***M/s Jalakash Vs. the State of Uttar Pradesh & Ors.*** in ***Special Leave Petition (Civil) No.6036 of 2020,*** vide order dated 25.01.2024, the Hon'ble Supreme Court at para-6, has held that the writ petition is maintainable, when it involves disputed question of fact but which do not require elaborate recording of evidence. Para-6 of the aforesaid order is quoted hereinbelow:-

> *"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 self-restraint.”

6.7. Thus, the offshoot of what has been discussed above as per the law laid down by the Hon’ble Supreme Court, it is clear that a money claim can be entertained and decided in an application under Article 226 of the Constitution. Even when there is disputed question of fact, but which does not require elaborate leading of evidence, a writ petition under Article 226 can be entertained.

(C) <u>FINDING ON THE FACTUAL MATRIX OF THIS CASE</u>:-

6.8. Now considering the aforesaid proposition of law, we have to see that what is the issue in this writ petition and what are the disputes, if any, raised by the respondents.

6.9. It is the claim of the petitioner that his running bill being R.A. No.29 has not been released, though the work has been completed to the satisfaction of the respondents. It is also his case that the dues of the petitioner with regard to maintenance and operation work has also not been released though the same has been completed to the satisfaction of the respondents. He prays that these amounts be paid along with interest. Further, it is prayed that the payment for the extra period which he has worked i.e. from 31.10.2023 till date, be also paid.

6.10. The work has been completed by the petitioner is not disputed. The communication dated 29.01.2024 (Annexure-9), clearly suggests that the petitioner has completed the work as per the Agreement and after completion of the project the petitioner has also completed the stipulated five years of operation and maintenance from 01.11.2018 to 31.10.2023. The communication dated 29.01.2024 (Annexure-9) is extracted hereinbelow:-

> "*Letter no: JUIDCO/Harmu O&M/2381/2020(Part-C)Dated:4096*
>
> *Dated: 29.01.2024*
>
> ***<u>To Whom It May Concern</u>***
>
> *This is to certify that the Agency, M/s Eagle Infra India Ltd., "Eagle Nest", Block No. 758, Behind Chopra Court, Ulhasnagar 421003, Thane, Maharashtra has executed the work of "Detailed survey, investigations, designing & drawing, river training, sewerage system, sewerage treatment plants, storm water drainage, landscaping, associated electrical works & five years of operation & maintenance for Rejuvenation Conservation of Harmu River Project vide Agreement No. 6 dated 24.02.2015.*
>
> *After completion of the project scope as available on date, the Agency has also completed the stipulated five (05) years of Operation & Maintenance i.e. from 01.11.2018 to 31.10.2023.*
>
> *Final bill of the above project is under scrutiny and project has not been handed over till date.*
>
> *This certificate is being issued against the express request of M/s Eagle Infra India Ltd. for their own purpose only and is being issued without any contractual prejudice.*
>
> *(S.S. Sengupta)*
>
> *General Manager (WSS)"*

7. As appear from the communication dated 29.01.2024, the respondent acknowledged the project as well as the O&M had been completed and that the final bill was under scrutiny.

8. The respondents in their counter affidavit at para-8 has also admitted that the work has been completed. In para-8 they have made a categorical statement that after completion of work, the matter was under consideration for payment. This also suggests that there is no dispute in respect of completion of the work.

9. The dispute which the respondents have raised is at para-8 of the counter affidavit. They state that when the matter was being considered for payment, the P.D. (T), who is the highest technical person to grant technical approval has recorded contrary opinion with respect of the quality of the work. Surprisingly, what was the opinion and what is the documents in support of the said opinion has not been brought on record. Just in one line, this objection has been taken. According to this Court, this vague statement is nothing but an act of the respondent to create a dispute. This type of creation of dispute cannot be considered to be a dispute of such a magnitude which can satisfy this Court to relegate the writ petitioner to the Civil Court.

10. In para-9, surprisingly the respondent admits that even after the aforesaid fact (i.e. the said note), the claim of the petitioner was again processed for finalization before the Payment Committee. Then there is some different opinion. Now, the opinion of the Project Director (Technical), is that in spite of the work done under rejuvenation and conservation of Harmu river project, there has been no significant tangible improvement in the condition of the river. This is also not a ground to deny the monetary claim of the petitioner. When admittedly the work which the petitioner was entrusted to, has been completed, as per the work order, even if ultimately it is seen or felt that the development is not significant, the responsibility of such minimal development cannot be thrusted upon the Contractor. It is for the Principal to do all the studies as to whether the project will be feasible or not, or whether it will achieve the purpose or not, before executing the project through the Contractor. The question of viability of the project cannot be raised after the contract has been awarded to complete the project.

11. As noted earlier, the only objection taken is that there was some objection in respect of quality of the work. As noted above, there is no evidence in this respect appended to the counter affidavit. This submission of the respondents also falls flat from the circumstances and the conduct of the respondent themselves. In this context, it is pertinent to mention what the respondents have noted in para-16 of the counter affidavit. In para-16, the respondent has categorically stated that the Bank Guarantee must be retained and must be kept valid until the project reaches its full and satisfactory conclusion and fulfilment of all post-execution obligations as stipulated in the contract, thus the release of Bank Guarantee is inadmissible and contrary to the spirit and letter of the Agreement. It is necessary to quote para-16 of the counter affidavit, which reads as hereunder:-

> *"16. That in view of the abovementioned facts it is stated that the Performance Bank Guarantee*

> *must be retained and kept valid until the project reaches its full and satisfactory conclusion and fulfillment of all post-execution obligations as stipulated in the contract. Any request for its release at this juncture is therefore inadmissible and contrary to the spirit and letter of the agreement."*

12. In para-5.2 of this judgment, the admission of the respondents through their counsel has been recorded to the effect that 2-3 days' back, the Bank Guarantee / Performance Guarantee has been totally released in favour of the petitioner. This fact has been affirmed by learned counsel representing the petitioner, in the midst of argument, after taking immediate instruction from his client. This release of Bank Guarantee now has to be read with the statement made in para-16 of the counter affidavit quoted above. When it is the stand of the respondent that the Bank Guarantee cannot be released unless the work is completed fully and to the satisfaction of the respondent, *suo motu* releasing the Bank Guarantee by the respondents, without intervention of Court, that too, during pendency of this writ petition, would naturally mean that the project has reached its conclusion now and the completed work is to the full satisfaction of the respondent and the petitioner has fulfilled all the post execution obligation. Thus, the respondents cannot now take any contrary plea about the performance of the petitioner or the quality of the work and also in respect of the obligation of the petitioner. Release of Bank Guarantee / Performance Guarantee in favour of the petitioner will lead to the only inevitable conclusion that the petitioner has completed all its obligations under the contract even the post execution to the full satisfaction of the respondent. This act of release of Bank Guarantee is an admission of the respondent by conduct in support of the fact of unblemished completion of the work to the satisfaction of the Respondent.

13. Further, it is also surprising that in para-12 of the counter affidavit, the respondent has admitted that against the R.A. Bill No.29, operation & maintenance, electricity bill etc., the fund has not been made available till date by the Parent Department and JUIDCO is merely an executing Agency. In para-11 also, they state that National Environmental Engineering Research Institute (NEERI), was requested to conduct a holistic study on the environment impact of the project and to analyze the overall condition, but NEERI expressed its inability to conduct the re-survey of the work, thus the matter is pending for payment awaiting release of the fund.

14. The respondents vide para-17 of the counter affidavit have raised a dispute that the statutory limitation is three years for raising money claim as the job completion certificate of the contract in question was issued in the year 2019, which is six years back. Thus, they take a plea of limitation. This plea of the respondents also falls flat from para-15 of their counter affidavit, wherein they admit that the project titled as "Rejuvenation and Conservation of Harmu River" remains ongoing and active under the existing contractual agreement and the project has not reached its final conclusion, thus the Bank Guarantee cannot be released. This clearly contradicts their own statement made in para-17.

15. Further, from the letter dated 29.01.2024, which is quoted above in para-6.10, the respondents admitted that the stipulated five years of operation and maintenance which the petitioner was duty bound to perform is from 01.11.2018 to 31.10.2023. When this obligation of the petitioner as per the respondents came to an end on 31.10.2023, and this writ petition was filed on 07.03.2025, which is well within three years from that date, the question of limitation does not even arise. The plea of limitation also falls flat.

16. From what has been held above, it is clear that there is no ground which can satisfy this Court to relegate the party to the Civil Court. The fact that the work was completed by the petitioner is admitted, that too, from conduct of the respondents it is clear that the work was completed to the full satisfaction of the respondents. It is also admitted that the amount under R.A. Bill No.29 is due and so is the amount, which the petitioner is entitled for operation and maintenance and the electricity bill.

17. The respondents have also taken a plea that the dispute is arbitrable as per the contract and thus the petitioner should invoke the relevant clause of Arbitration. In this context, it is pertinent to mention that Arbitration is a Dispute Resolution Mechanism. If there is a dispute, the same can be referred to Arbitration. In this case, I find from the admitted facts that there is no dispute itself. The respondents tried to create a dispute that too a very feeble one, without any factual backing or without any documents to justify that the work was not satisfactory. This is the only dispute which they tried to raise and the said dispute is demolished by the pleadings of the respondents themselves and also by their conduct. Thus, there is no such arbitrable dispute in this case. Further, in view of the judgments which have been discussed above, while deciding the issue of maintainability of the writ petition in relation to money claim, I hold that, on facts, there is no dispute at all.

18. The respondents admit that the petitioner's obligation of five years' operation and maintenance was from 01.11.2018 to 31.10.2023 but the petitioner in para-20 has made a specific positive assertion that even after completion of work, the handing over of the project is pending till date. The petitioner however has been forced to keep the contract alive, although there is no extension of work order or agreement of operation and maintenance for the last fifteen months and the petitioner is working on the site and it is best known as to why the respondents are not taking over the project. This specific assertion has not been denied. The respondents in their counter affidavit, rather, in para-15 admit that the project is ongoing and active under the existing contractual agreement and the project has not reached its final conclusion. This admission clearly suggests that the petitioner is entitled for the monetary claim for sixteen months beyond the operation and maintenance period, which came to an end on 31.10.2023.

19. The amount due to the petitioner, which the petitioner is claiming is mentioned at Annexure-11 of the petition, which is on account of, running bill being R.A. Bill No.29, Balance payment towards successfully completion of O & M work, quantum of which has been mentioned at para-11 of this writ petition. The said quantification has also not been denied by the respondents.

20. Considering what has been discussed and held above, I am inclined to allow this writ petition. The respondents are directed to immediately release the running bill being R.A. No.29, in favour of the petitioner and further disburse the entire dues of the petitioner with regard to operation and maintenance work. I also hold that the respondents are liable to make payment to the petitioner for the work of operation and maintenance for sixteen months i.e. from 01.11.2023 till the date of filing of this writ petition. The aforesaid amount which the petitioner is entitled to receive, will carry a delayed payment interest @ 10% per annum from the date it fell due till actual payment.

21. The amount should be disbursed to the petitioner within sixty days, from the date of receipt of copy of this order.

22. With the aforesaid observations and directions, this writ petition stands **allowed**.

23. Pending interlocutory application, if any, stands **disposed of**.

(ANANDA SEN, J.)

HIGH COURT OF JHARKHAND, RANCHI

15/07/2026
Prashant
A.F.R. Uploaded on 15.07.2026