



**Serial No. 31**  
**Regular List**

**HIGH COURT OF MEGHALAYA**  
**AT SHILLONG**

WP(C) No. 1 of 2025

Date of Decision: 26.06.2026

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M/s ASA ENTERPRISE  
Having its office at Springside,  
Jingkieng, Nongthymmai, Shillong-793014, Meghalaya  
Represented by its attorney holder,  
Shri Prem Chand Rai,  
S/o Shri L.D. Rai,  
R/o Springside, Jingkieng, Nongthymmai,  
Shillong-793014, Meghalaya

.... **Petitioner(s)**

**Versus**

1. Union of India represented by its  
Secretary to the Government of India,  
Ministry of Home Affairs, North Block,  
New Delhi-110001.
2. North Eastern Police Academy represented by its  
Director Umsaw, Umiam, Ri-Bhoi District,  
Meghalaya-793123
3. The Drawing and Disbursing Officer,  
North Eastern Police Academy,  
Umsaw, Umiam, Ri-Bhoi District,  
Meghalaya-793123
4. The Accounts Officer,  
North Eastern Police Academy,  
Umsaw, Umiam, Ri-Bhoi District,  
Meghalaya-793123

... **Respondent(s)**

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**Coram:**

**Hon'ble Mr. Justice H. S. Thangkhiew, Judge**

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**Appearance:**

For the Petitioner(s) : Mr. K. Paul, Sr. Adv. with  
Mr. S. Chanda, Adv.  
Mr. B. Snaitang, Adv.

For the Respondent(s) : Dr. N. Mozika, DSGI with  
Ms. M. Myrchiang, Adv.

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| i)  | Whether approved for reporting in<br>Law journals etc: | Yes/No |
| ii) | Whether approved for publication<br>in press:          | Yes/No |
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**JUDGMENT AND ORDER (ORAL)**

1. This writ petition has been filed seeking a mandamus for release of Rs. 25,68,580/- (Rupees Twenty-Five Lakhs Sixty-Eighty Thousand Five Hundred Eighty) only for carrying out the works of repair, leakage and water proofing of Type-II Quarters at North Eastern Police Academy, Umsaw, Umiam, Ri-Bhoi District, Meghalaya.

2. It is submitted by Mr. K. Paul, learned Senior counsel assisted by Mr. Chanda, learned counsel for the petitioner that pursuant to the Award of Contract dated 03.01.2023, the petitioner firm had executed the



same successfully. This he submits, is reflected in the Board of proceedings of the Board of Officers held on 01.05.2023, wherein it has been recorded that the Board of Officers after inspection, were of the opinion that the work done, had been completed satisfactorily and in good condition, and the recommendation and approval for payment were duly recorded by the Head of Office and approved by the Director on 09.05.2023. He further submits that in spite of the certificate, the amount was not released to the petitioner, but instead the petitioner was served with a letter dated 15.06.2023, for rectification of the work, in connection with the above works. The learned Senior counsel submits that in spite of the successful completion of the work and the sanction issued by the Director, and also the payment order being made on 10.05.2023 for release of the net payable amount of Rs. 25,68,580/- (Rupees Twenty-Five Lakhs Sixty-Eighty Thousand Five Hundred Eighty) only, the same has been withheld, which has compelled the writ petitioner to approach this, Court. It is further submitted that the subsequent letter for rectification of the work, is beyond the scope of the contract, inasmuch as, the finality of completion of the work has already been accorded by the respondents in the Inspection dated 05.01.2023, which had been recommended and approved. He therefore, prays that



directions be issued for release of the said amount to the petitioner, within a specified time frame.

3. Dr. N. Mozika, learned DSGI assisted by Ms. M. Myrchiang, learned counsel for the respondents, has taken this Court to the affidavit filed on behalf of the respondents and submits that the withholding the release of the amount was due to the fact that rectification suggested by the previous Board was not completed properly, as can be seen from the letter dated 03.11.2023, annexed thereto. The learned DSGI has also submitted that the Report, clearly shows that certain amount of the works were still to be completed or rectified, and the recommendation by the Board of Officers on the Inspection conducted on 03.11.2023, was that the said work be rectified and completed before the same is handed over. He therefore, submits that the petitioner having not executed the work as awarded, is not entitled to the amount, and if aggrieved as the matter concerns disputed facts, can take recourse to private civil remedy.

4. This Court has heard the learned counsel for the parties and also examined the materials that have been placed on record. It is firstly noticed by this Court that notwithstanding any other factors, the respondents themselves by an initial Report conducted by the Board of Officers as observed earlier, has found that that work to be satisfactory and in good



condition at the time of inspection on 01.05.2023, whereafter, a sanction and payment order were duly prepared. However, what transpired thereafter, is that the Commanding Officer in the noting dated 12.06.2023, had directed for rectification to be carried out by the petitioner, and thereafter the Board of Officers Report dated 03.11.2023, annexed to the affidavit, found the work to be inadequate and required rectification.

5. Without dwelling on the facts in detail, it has been rightly pointed out by the learned DSGI, that the matter involves disputed questions of facts concerning the quantum and quality of the work, executed by the petitioner. However, a perusal of the Board of Officers Report dated 03.11.2023, it is noted that the amount of work which has been quantified as not completed or unsatisfactory would come to (Rs. 4,68,325 + Rs. 3,21,000/-), which is Rs. 7.89 Lakhs. This amount is also stated in the affidavit of the respondents, at Para-12, thereof. For the sake of convenience, Paras-2A and 2B of the Report dated 03.11.2023, are reproduced hereinbelow: -

***“2. Rectification Required in addition to recommendation of Previous Board: Besides incomplete rectification work stated above, the Board of Officers observed the following points, that were not highlighted/reflected in the Previous Board Proceeding dated 18.07.2023:-***

***A. Grading Roof is not of requisite Depth (Thickness/Height) and Application of Elastomeric Water Proofing Material***



***(Paint):- The thickness of waterproofing roof of Cement-Mortar is not of requisite depth of 0.05 meter but fluctuating between 0.02-0.03 meters. It means instead of requisite entire roofing work of 75.00 cum (cubic meter) work, it is between 30-40 Cum (cubic meter) Work that is completed by the firm. The estimated cost of 01 (one) cum work (cubic meter) is Rs 13378.15 in accordance to preliminary estimate. Thus, at least 35 cum (if we take 40 cum work completed) work of waterproofing reduced (It could be even more) by the firm and hence, needs to complete the work according to requisite thickness (depth/height) of cement mortar bed. Based on above observation it can be make out that roofing work of minimum 35 cubic meter is not completed by the firm and the amount of such reduced work comes to around Rs 4,68,325 (35 cum x 13378.15 Per Cum Rate = Rs 468235.25/-) Four Lac Sixty Eight Thousands and Three Hundred Twenty Five Rupees. Further, the waterproofing material was applied before completion of grading roof work of 0.05 meter thickness. Hence, needs to be completed again properly after making the grading roof of requisite thickness of 0.05 meter.***

***B. Incomplete Cleaning of Terrace and removing of Mosses, Weeds, Shurbs, Grass and Filling of Small Cavities of Building: This work is of around 15000 sqm (square meter) @ Rs 26.75 per sqm and it is clearly visible that other than cleaning of terrace (1500-3000 sqm area only including tank area, etc) and the work is not initiated at all for other 12000 sqm area of the building. Even tank area is not properly cleaned. It is also visible that even after removal of G.I. pipes from the side walls, repair of the damaged area (cavities/cracks) are not completed with cement mortar (1:4). It means work of amount Rs. 321000/- (12000 sqm x 26.75 Rate= 321000/-) is remain pending and needs to be done.”***

6. This Court in consideration of the facts and circumstances at this juncture would note that the payment order had been issued for Rs.



25,68,580/- (Rupees Twenty-Five Lakhs Sixty-Eighty Thousand Five Hundred Eighty) only, which was the net payable amount to the petitioner. Therefore, in the fitness of things the undisputed amount i.e. less the disputed Rs. 7.89 lakhs, should have been released to the petitioner immediately after the Board of Officers report dated 03.11.2023. However, as this was not done at that point of time, for the undisputed amount of (Rs. 25,68,580 - Rs. 7.89 lakhs) i.e. Rs. 17.79 lakhs, the respondents are directed to release the same to the petitioner expeditiously, preferably within a period of 8(eight) weeks, from the date of this order.

7. With regard to the remaining amount, which has been withheld by the respondents in view of the presence of disputed facts, and for a proper assessment of the scope of the contract and the work executed as on 03.11.2023, this Court deems it fit to direct the parties to refer the matter to an independent third party, who should be a qualified engineer in the rank of Chief Engineer serving or retired, to go into the scope of the work and also to the quantum of the work done as on 03.11.2023. The parties are directed to render assistance to the said officer and to produce all the relevant records for a fair and equitable assessment. As the officer is not named yet, the selection is left to the parties, who shall decide upon the same, within a period of 2(two) weeks from today. The respondents shall



also defray the expenses incurred by the engineer in assessing the scope of the work and quantum of the work done.

8. With the above noted directions, the matter stands closed and is accordingly disposed of.

**JUDGE**

Meghalaya  
26.06.2026  
"V. Lyndem-AR-PS"