



CGHC010251072026



2026:CGHC:27891-DB

NAFR**HIGH COURT OF CHHATTISGARH AT BILASPUR****WPC No. 3494 of 2026**

M/s D.A. Enterprises Through Its Proprietor Shri Dinesh Kumar Mishra,
Son of Late Shri R. B. Mishra, Aged About 56 Years, Resident of F-3,
Alka Avenue Colony, Uslapur, Bilaspur, District Bilaspur, Chhattisgarh

... Petitioner**versus**

1 - State of Chhattisgarh Through The Secretary, Department of Public
Works, Mahanadi Bhawan, Mantralaya, Atal Nagar, Naya Raipur,
District Raipur Chhattisgarh

2 - Engineer-In-Chief, Public Works Department, Sirpur Bhawan, Civil
Line, Raipur, District Raipur, Chhattisgarh

3 - Chief Engineer, Public Works Department, Bilaspur Zone, Bilaspur,
District Bilaspur, Chhattisgarh

4 - Superintending Engineer, Public Works Department, Bilaspur Circle,
Bilaspur, District Bilaspur, Chhattisgarh

5 - Executive Engineer, Public Works Department, Division No. 2,
Bilaspur, District Bilaspur, Chhattisgarh

6 - Chhattisgarh Road And Infrastructure Development Corporation Ltd.,
Through Its Managing Director, 3rd Floor, Sirpur Bhawan Campur
Behind Akashwani, Civil Lines, Raipur District Raipur Chhattisgarh

... Respondents

For Petitioner	:	Mr. Amrito Das, Senior Advocate assisted by Mr. Varchasva Agrawal, Advocate
For State/Respondents	:	Mr. Shashank Thakur, Addl. Adv. General

Hon'ble Shri Ramesh Sinha, Chief Justice
Hon'ble Shri Ravindra Kumar Agrawal, Judge

Order on Board

Per Ramesh Sinha, Chief Justice

07.07.2026

1. Heard Mr. Amrito Das, learned Senior Advocate assisted by Mr. Varchasva Agrawal, learned counsel for the petitioner as well as Mr. Shashank Thakur, learned Additional Advocate General, appearing for the State/respondents.
2. The present writ petition has been filed by the petitioner with the following prayers:

“10.1 That, this Hon'ble Court may kindly be pleased to call for the entire record pertaining to the contract bearing No. 67/DL/2021-22 from the respondents for its kind perusal.

10.2. That, this Hon'ble Court may kindly be pleased to issue an appropriate writ directing the respondent authorities to refund the security deposit, additional security deposit, deductions made from the payments due to the petitioner and other dues payable to the petitioner arising out of the contract bearing No. 67/DL/2021-22 with interest @ 12% from the date it fell due till the date of actual payment.

10.3. That, this Hon'ble Court may kindly be pleased to issue an appropriate writ quashing directing initiation of appropriate departmental proceedings against the responsible officers of the respondent department on account of whose inaction the petitioner suffered the delayed payment of his legitimate dues.

10.4 Any other relief, which this Hon'ble Court, may deem fit and proper, in the facts and circumstances of the case.”

3. Brief facts of the case are that the petitioner, a registered Government contractor, was awarded the work of upgradation and renewal of the Uslapur–Daija Road pursuant to the Letter of Acceptance dated 16.08.2021 and work order dated 07.10.2021. According to the petitioner, the execution of the work was seriously hindered due to the existence of underground pipelines laid by the Public Health Engineering Department, which were not removed despite repeated requests. The petitioner sought extension of time and ultimately requested closure of the contract, contending that substantial work had already been completed. The Executive Engineer also acknowledged the existence of obstructions, and pursuant to an earlier order passed by this Court in W.P.(C) No.5006 of 2022, the authorities were directed to take a decision regarding the petitioner's request. However, the contract came to be terminated by order dated 01.06.2023, which the petitioner challenged in W.P.(C) No.5194 of 2023. The writ petition was disposed of on 18.07.2025 with liberty to the petitioner to avail the contractual remedy under Clause 28 of the agreement. Pursuant to the liberty granted by this Court, the petitioner invoked Clause 28 of the contract before the Superintending Engineer, whose decision was challenged before the Chief Engineer. The Chief Engineer, by order dated 11.11.2025, set aside the order of termination. Thereafter, the petitioner repeatedly requested the respondent authorities to refund the security deposit, additional security deposit, earnest money deposit, deductions made from the running bills and other contractual dues. As no payment was released despite several representations, the present

writ petition has been filed seeking a direction to the respondents to release the withheld amounts along with interest.

4. Learned Senior Advocate appearing for the petitioner submits that once the Chief Engineer, in exercise of the appellate jurisdiction under Clause 28 of the agreement, set aside the order of termination, the respondents were under a legal obligation to release all the amounts legitimately payable to the petitioner, including the security deposit, additional security deposit, earnest money deposit, deductions made from the running bills and the balance contractual dues. It is contended that there is no subsisting order authorising the respondents to withhold the petitioner's money and, therefore, the continued retention of the amounts is wholly arbitrary, unreasonable and violative of Article 14 of the Constitution of India. It is further submitted that despite repeated representations, the respondents have failed to finalize the accounts and release the admitted dues, causing serious financial prejudice to the petitioner. Hence, an appropriate writ directing release of the withheld amounts together with interest deserves to be issued.

5. Per contra, learned State counsel submits that the writ petition is not maintainable as the dispute pertains to settlement of contractual dues arising out of a works contract. It is contended that although the order of termination has been set aside, the accounts between the parties are yet to be finalized and the determination of the exact amount, if any, payable to the petitioner requires examination of contractual obligations, measurements, bills, recoveries and other disputed questions of fact, which cannot be adjudicated in proceedings

under Article 226 of the Constitution. It is further submitted that the petitioner has an efficacious alternative remedy of instituting an appropriate civil suit or availing such other remedies as may be available under the contract for adjudication of its monetary claims. Therefore, the writ petition deserves to be dismissed.

6. We have learned counsel for the parties, perused the impugned order and other documents appended with writ petitions.

7. It is settled law that the High Court should not exercise its jurisdiction under Article 226 of the Constitution of India when it raises disputed question of facts.

8. The Hon'ble Supreme Court in the case of ***Chairman, Grid Corporation of Orissa Ltd. (GRIDCO) & Others v. Sukamani Das (Smt.) & Another***, reported in (1999) 7 SCC 298 was dealing with the question of whether the High Court had made an error in entertaining a writ petition filed seeking compensation for the death of a person due to electrocution, which had allegedly been caused due to the negligence of the authorities. The Hon'ble Supreme Court in the said case observed as under:

“6. In our opinion, the High Court committed an error in entertaining the writ petitions even though they were not fit cases for exercising power under Article 226 of the Constitution. The High Court went wrong in proceeding on the basis that as the deaths had taken place because of electrocution as a result of the deceased coming into contact with snapped live wires of the electric transmission lines of the appellants, that

"admittedly/prima facie amounted to negligence on the part of the appellants". The High Court failed to appreciate that all these cases were actions in tort and negligence was required to be established firstly by the claimants. The mere fact that the wire of the electric transmission line belonging to Appellant 1 had snapped and the deceased had come in contact with it and had died was not by itself sufficient for awarding compensation. It also required to be examined whether the wire had snapped as a result of any negligence of the appellants and under which circumstances the deceased had come in contact with the wire. In view of the specific defences raised by the appellants in each of these cases they deserved an opportunity to prove that proper care and precautions were taken in maintaining the transmission lines and yet the wires had snapped because of circumstances beyond their control or unauthorised intervention of third parties or that the deceased had not died in the manner stated by the petitioners. These questions could not have been decided properly on the basis of affidavits only. It is the settled legal position that where disputed questions of facts are involved a petition under Article 226 of the Constitution is not a proper remedy. The High Court has not and could not have held that the disputes in these cases were raised for the sake of raising them and that there was no substance therein. The High Court should have directed the writ petitioners to approach the civil court as it was done in OJC No. 5229 of 1995."

(emphasis supplied)

9. The aforesaid judgment has been relied/ reiterated by the Hon'ble Supreme Court in **S.P.S. Rathore v. State of Haryana & Others**, reported in **(2005) 10 SCC 1** wherein it observed as follows:

"16. In Chairman, Grid Corpn. of Orissa Ltd. (Gridco) v. Sukamani Das [(1999) 7 SCC 298] the question which arose for consideration was, can the High Court under Article 226 of the Constitution award compensation for death caused due to electrocution on account of negligence, when the liability was emphatically denied on the ground that the death had not occurred as a result of negligence, but because of an act of God or of acts of some other persons. The Court held that it is the settled legal position that where disputed questions of facts are involved, a petition under Article 226 of the Constitution is not a proper remedy. Therefore, questions as to whether death occurred due to negligence or due to act of God or of some third person could not be decided properly on the basis of affidavits only, but should be decided by the civil court after appreciating the evidence adduced by the parties. In T.N. Electricity Board v. Sumathi [(2000) 4 SCC 543] it was held that when a disputed question of fact arises and there is clear denial of any tortious liability, remedy under Article 226 of the Constitution may not be proper. The Court carved out exception to this general rule by observing that, it should not be understood that in every case of tortious liability, recourse must be had to a suit. When there is negligence on the face of it and infringement of Article 21 is there, it cannot be said that there will be any bar to proceed under Article 226 of the Constitution."

(emphasis supplied)

10. Similarly, the Hon'ble Supreme Court in ***Shubhas Jain v. Rajeshwari Shivam***, reported in ***2021 SCC OnLine SC 562*** has held as under:

"26. It is well settled that the High Court exercising its extraordinary writ jurisdiction under Article 226 of the Constitution of India, does not adjudicate hotly disputed questions of facts. It is not for the High Court to make a comparative assessment of conflicting technical reports and decide which one is acceptable."

11. Subsequently, in ***Union of India vs. Puna Hinda***, reported in ***(2021) 10 SCC 690***, the Hon'ble Supreme Court has observed:

"24. Therefore, the dispute could not be raised by way of a writ petition on the disputed questions of fact. Though, the jurisdiction of the High Court is wide but in respect of pure contractual matters in the field of private law, having no statutory flavour, are better adjudicated upon by the forum agreed to by the parties. The dispute as to whether the amount is payable or not and/or how much amount is payable are disputed questions of facts. There is no admission on the part of the appellants to infer that the amount stands crystallised. Therefore, in the absence of any acceptance of joint survey report by the competent authority, no right would accrue to the writ petitioner only because measurements cannot be undertaken after passage of time. Maybe, the resurvey cannot take place but the measurement books of the work executed from time to time would form a reasonable basis for assessing the amount due and payable to the writ petitioner, but such process could be undertaken only by the agreed forum i.e. arbitration and not by the

writ court as it does not have the expertise in respect of measurements or construction of roads.”

12. Recently, the Hon'ble Supreme Court in the case of ***M.P. Power Management Co. Ltd. v. Sky Power Southeast Solar India (P) Ltd.***, reported in ***(2023) 2 SCC 703***, while dealing with the issue of exercise of writ jurisdiction by a Court in matters arising out of a contract, has stated:

“82.7. The existence of an alternate remedy, is, undoubtedly, a matter to be borne in mind in declining relief in a writ petition in a contractual matter. Again, the question as to whether the writ petitioner must be told off the gates, would depend upon the nature of the claim and relief sought by the petitioner, the questions, which would have to be decided, and, most importantly, whether there are disputed questions of fact, resolution of which is necessary, as an indispensable prelude to the grant of the relief sought. Undoubtedly, while there is no prohibition, in the writ court even deciding disputed questions of fact, particularly when the dispute surrounds demystifying of documents only, the Court may relegate the party to the remedy by way of a civil suit.”

(emphasis supplied)

13. A reading of the aforesaid judgments makes it clear that it is well settled proposition of law that when there are disputed question of facts involved in a case, the High Court should not exercise its jurisdiction under Article 226 of the Constitution of India. It has been held that the remedy under Article 226 of the Constitution of India may not be proper.

14. Having heard learned counsel for the parties and perused the material available on record, this Court finds that the present dispute essentially relates to recovery of contractual dues, refund of security deposits and settlement of final accounts arising out of a works contract. Although the Chief Engineer has set aside the order of termination, the relief claimed by the petitioner is not merely for implementation of the appellate order but for determination and payment of various monetary claims, including security deposit, deductions from running bills and other contractual amounts. The entitlement of the petitioner to such amounts, the quantum payable, if any, and the adjustments or recoveries permissible under the contract are disputed questions of fact requiring detailed examination of evidence, measurement books, contractual records and accounts, which cannot conveniently be undertaken in exercise of writ jurisdiction under Article 226 of the Constitution.

15. It is well settled that disputes arising out of contractual obligations involving monetary claims ordinarily ought to be adjudicated before the competent civil court or such other forum as may be provided under the contract, unless exceptional circumstances involving violation of statutory or constitutional obligations are made out. In the present case, no such exceptional circumstance has been demonstrated warranting interference under the extraordinary writ jurisdiction of this Court. The petitioner has an efficacious alternative remedy of pursuing appropriate civil proceedings for adjudication and recovery of the amounts claimed.

16. In view of the aforesaid, this Court is of the considered opinion that the present writ petition is not maintainable in view of the availability of an efficacious alternative civil remedy.

17. Accordingly, the writ petition is **dismissed** with liberty reserved to the petitioner to avail such civil or other contractual remedies as may be available in law for adjudication of its monetary claims. It is made clear that this Court has not expressed any opinion on the merits of the petitioner's entitlement, and all questions are left open to be decided by the competent forum in accordance with law. No order as to costs.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice