

(2014) 03 AP CK 0144
In the Andhra Pradesh High Court
Case No : Writ Petition No. 3521 of 2014

B. Ch. Venkanna	Vs	APPELLANT
Union of India		RESPONDENT

Date of Decision : 28-03-2014

Acts Referred:

Citation : (2014) 3 ALD 731 : (2014) 3 ALT 215

Hon'ble Judges : P. Naveen Rao, J

Bench : Single Bench

Advocate : Nazir Ahmed Khan, Advocate for the Appellant; Ponnam Ashok Goud, Assistant Solicitor General, Advocate for the Respondent

Final Decision : Dismissed

Judgement

P. Naveen Rao, J.—Contract for construction of 90 numbers type-II quarters, Ground Centre, CRPF, Hyderabad was awarded to the petitioner vide proceedings No. 54 (220)/2007/HCD. I/AB/FG/489 dated 9.3.2007. The entire contract was executed but certain disputes arose with reference to the nature of work executed by the petitioner. Petitioner is also granted another contract by agreement No. 02/VJCD/2011-12 and executing the said work. Learned counsel for petitioner submits that an amount of Rs. 34,88,265/- is due as part of running bill for executing the work of 90 numbers of Type II Quarters for GC CRPF and the said amount is withheld by the respondents as said amount is recoverable from the petitioner on account of improper execution of the work entrusted to him in the year 2007. Learned counsel submits that work was properly executed and no amount is due. The petitioner has furnished security deposit while awarding contract for the second time and approximately Rs. 80,00,000/- is lying with the respondent authorities and even if the respondents are entitled to recover amount of Rs. 34,88,265/-, the same can be adjusted from the deposits lying with the respondent. On the contrary, on account of the withholding of the amounts payable towards running bills, great prejudice is caused and would lead to lot of other complications. He further submits that

work is at final stage and on completion of the work, petitioner would likely to get an additional amount approximately Rs. 52,00,000/- therefore the said amount as quantified by the respondents can also be adjusted from the final bills. Learned Assistant Solicitor General, appearing for the respondents fairly submits that the deposits are lying with the respondents and it is permissible to withhold the amounts due from the deposits lying with the respondents.

2. It is not denied by the respondents that petitioner is executing another work, which is not finalized and petitioner is entitled to certain amounts on final settlement of the bills after completion of the work subject to fulfillment of norms as agreed upon. In addition, security amount deposited by the petitioner is also lying with the respondent as part of the second agreement. In view of the same, by releasing the amount of Rs. 34,88,265/- as per 13th bill submitted by the petitioner while executing the present work, the interest of the respondents are not adversely affected, and their interest are sufficiently safeguarded as deposits given by petitioner are in the custody of respondent and one more bill is due to him.

3. In the peculiar facts of this case, the writ petition is disposed of directing the 6th" respondent to release an amount of Rs. 34,88,265/- as per 13th bill submitted by the petitioner, if the same is otherwise in order. Further it is made clear that if any amounts are found to be recoverable from the petitioner on final determination of the bills, the same can be adjusted from the security deposits lying with the respondents and further amounts payable to the petitioner towards the contract he is executing. No costs. Sequel to the same, miscellaneous petitions, if any stand dismissed.