

**(2023) 04 CHH CK 0009**  
**In the Chhattisgarh High Court**  
**Case No : Writ Appeal No. 410 Of 2022**

M/S Vinod Kumar Jain

APPELLANT

Vs

State Of Chhattisgarh

RESPONDENT

**Date of Decision :** 06-04-2023

**Acts Referred:**

**Citation :** (2023) 04 CHH CK 0009

**Hon'ble Judges :** Ramesh Sinha, CJ; Sanjay K. Agrawal, J

**Bench :** Division Bench

**Advocate :** Apurv Goyal, Jitendra Pali

**Final Decision :** Dismissed

## Judgement

1. Heard Mr. Apurv Goyal, learned counsel for the appellant and Mr. Jitendra Pali, learned Deputy Advocate General, appearing for the respondents/State.

2. The present intra Court appeal has been filed against the order dated 22.06.2022 passed by the learned Single Judge in WPC No. 2639 of 2022 (M/s Vinod Kumar Jain v. State of Chhattisgarh and Others), whereby the writ petitioner prays for a direction to the respondent agency to release the payment/clear the bills (Annexure P/6) for the 1st and 2nd phase of road maintenance for the fourth year of maintenance and authorize payments as has been admitted in letter dated 18.04.2022.

3. Undisputed facts are that the claim raised by the petitioner to the respondents arises out of a contract entered into between the petitioner and the respondents State. The nature of contract was for the construction, maintenance and periodical repairs of the road constructed under the Pradhan Mantri Gram Sadak Yojna in the year 2013-14 in district Jashpur. The counsel for the petitioner submits that tenders were finalized in the year, 2013 and the petitioner executed the work immediately and he got the completion certificate issued in May, 2014. He further submits that there are certain payments which the respondents have released, however, some portion of payment is not yet released by the

respondents inspite of repeated assurances being given.

4. Learned Single Judge vide order dated 22.06.2022 dismissed the writ petition of the appellant by observing as follows:

"3. Given the nature of claim raised by the petitioner, this court has no hesitation in reaching to the conclusion that the relief sought for by the petitioner is not one which could be decided exercising writ jurisdiction of this court.

The claim of the petitioner arises out of a clear contractual obligation between the petitioner and the respondents. The petitioner, if at all if he was aggrieved of the non releasing of his dues by the respondents, ought to have filed a money suit before the concerned competent Civil Court or in the alternative should have gone to the forum of Arbitration as the contract between the parties also has the arbitration clause for resolving the disputes, if any, which would always include unpaid bills.

4. The counsel for the petitioner further submits that the reason why he availed the writ remedy is for the reason that there is no dispute so far as the unpaid bills are concerned. Even if it be an undisputed claim, yet this court is reluctant to entertain the writ petition for the simple reason that the nature of claim arises out of a contract which does not have a public law element in it.

5. Given the aforesaid facts and circumstances of the case, this court finds it difficult to entertain the writ petition. Reluctance of this court in entertaining the writ petition would not preclude the petitioner from availing such other remedies as is available to the petitioner under law."

5. Taking into consideration the submissions made by the learned counsel appearing for the parties and upon perusing the impugned order, we find that the learned Single Judge has passed the impugned order in right perspective. In writ appeal, no interference is usually warranted unless palpable infirmities are noticed on a plain reading of the impugned order. In the facts and circumstances of the instant case, we see no good ground to interfere with the order of the learned Single Judge.

6. The writ appeal is, accordingly, dismissed.