

**THE HIGH COURT OF SIKKIM: GANGTOK**  
**(Civil Extra Ordinary Jurisdiction)**

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**SINGLE BENCH: BHASKAR RAJ PRADHAN, JUDGE.**

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**W.P. (C) No. 55 of 2017**

Sri Avantika Contractors (I) Ltd.  
Door No. 8-2-603/23/3 &15  
3<sup>rd</sup> Floor, HSR Summit,  
Beside No. 1 News Channel,  
Road No. 10, Banjara Hills,  
Hyderabad-500034.

.... Petitioner

**Versus**

1. Union of India,  
Through its:  
The Secretary,  
Ministry of Home Affairs,  
Government of India,  
New Delhi-110001.
2. Chief Engineer,  
Indo-Bangladesh Border Zone-II (IBBZ-II)  
Central Public Works Department,  
Government of India,  
Matigara, Siliguri.
3. The Superintendent Engineer,  
Border Road, Project Circle (BRPC),  
Mangan-North Sikkim.
4. The Executive Engineer,  
Border Road Project Circle  
Division-1, (BRPCD-1)  
Chungthang-North Sikkim.

.... Respondents

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**Application under Article 226 of the Constitution of**  
**India.**

**Appearance:**

Mr. B. S. Banthia, Mr. Vaibhav Mishra, Mr. Sushant Subba, Mr. Passang Tshering Bhutia, and Mr. Ugen Lepcha, Advocates for the Petitioner.

Mr. Karma Thinlay, Central Govt. Counsel with Mr. Thinlay Dorjee Bhutia, Advocate for the Respondent.

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**J U D G M E N T**

(04.06.2018)

**Bhaskar Raj Pradhan, J**

1. In re: **Kisan Sahkari Chini mills Ltd. & Ors. vs. Vardan Linkers & Ors.**<sup>1</sup> the Supreme Court would lay down the law with regard to interference in contractual matters under Article 226 of the Constitution of India:

*“23. If the dispute was considered as purely one relating to existence of an agreement, that is, whether there was a concluded contract and whether the cancellation and consequential non-supply amounted to breach of such contract, the first respondent ought to have approached the civil court for damages. On the other hand, when a writ petition was filed in regard to the said contractual dispute, the issue was whether the Secretary (Sugar), had acted arbitrarily or unreasonably in staying the operation of the allotment letter dated 26-3-2004 or subsequently cancelling the allotment letter. In a civil suit, the emphasis is on the contractual right. In a writ petition, the focus shifts to the exercise of power by the authority, that is, whether the order of cancellation dated 24-4-2004 passed by the Secretary (Sugar), was arbitrary or unreasonable. The issue whether there was a concluded contract and breach thereof becomes secondary. In exercising writ jurisdiction, if the High Court found that the exercise of power in passing an order of cancellation was not arbitrary and unreasonable, it should normally desist from giving any finding on disputed or complicated questions of fact as to whether there was a contract, and relegate the petitioner to the remedy of a civil suit.*

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<sup>1</sup> (2008) 12 SCC 500

*Even in cases where the High Court finds that there is a valid contract, if the impugned administrative action by which the contract is cancelled, is not unreasonable or arbitrary, it should still refuse to interfere with the same, leaving the aggrieved party to work out his remedies in a civil court. In other words, when there is a contractual dispute with a public law element, and a party chooses the public law remedy by way of a writ petition instead of a private law remedy of a suit, he will not get a full-fledged adjudication of his contractual rights, but only a judicial review of the administrative action. The question whether there was a contract and whether there was a breach may, however, be examined incidentally while considering the reasonableness of the administrative action. But where the question whether there was a contract, is seriously disputed, the High Court cannot assume that there was a valid contract and on that basis, examine the validity of the administrative action.”*

**2.** In re: **Joshi Technologies International INC vs. Union of India & Ors.**<sup>2</sup> the Supreme Court would examine its various judgments on the legal position as to the maintainability of the Writ Petition in a case arising out of contractual obligation and hold:

*“69. The position thus summarised in the aforesaid principles has to be understood in the context of discussion that preceded which we have pointed out above. As per this, no doubt, there is no absolute bar to the maintainability of the writ petition even in contractual matters or where there are disputed questions of fact or even when monetary claim is raised. At the same time, discretion lies with the High Court which under certain circumstances, it can refuse to exercise. It also follows that under the following circumstances, “normally”, the Court would not exercise such a discretion:*

**69.1.** *The Court may not examine the issue unless the action has some public law character attached to it.*

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<sup>2</sup> (2015) 7 SCC 728

**69.2.** *Whenever a particular mode of settlement of dispute is provided in the contract, the High Court would refuse to exercise its discretion under Article 226 of the Constitution and relegate the party to the said mode of settlement, particularly when settlement of disputes is to be resorted to through the means of arbitration.*

**69.3.** *If there are very serious disputed questions of fact which are of complex nature and require oral evidence for their determination.*

**69.4.** *Money claims per se particularly arising out of contractual obligations are normally not to be entertained except in exceptional circumstances.*

**70.** *Further, the legal position which emerges from various judgments of this Court dealing with different situations/aspects relating to contracts entered into by the State/public authority with private parties, can be summarised as under:*

**70.1.** *At the stage of entering into a contract, the State acts purely in its executive capacity and is bound by the obligations of fairness.*

**70.2.** *State in its executive capacity, even in the contractual field, is under obligation to act fairly and cannot practise some discriminations.*

**70.3.** *Even in cases where question is of choice or consideration of competing claims before entering into the field of contract, facts have to be investigated and found before the question of a violation of Article 14 of the Constitution could arise. If those facts are disputed and require assessment of evidence the correctness of which can only be tested satisfactorily by taking detailed evidence, involving examination and cross-examination of witnesses, the case could not be conveniently or satisfactorily decided in proceedings under Article 226 of the Constitution. In such cases the Court can direct the aggrieved party to resort to alternate remedy of civil suit, etc.*

**70.4.** *Writ jurisdiction of the High Court under Article 226 of the Constitution was not intended to facilitate avoidance of obligation voluntarily incurred.*

**70.5.** *Writ petition was not maintainable to avoid contractual obligation. Occurrence of commercial difficulty, inconvenience or hardship in performance of the conditions agreed to in the contract can provide no justification in not complying with the terms of contract which the parties had accepted with open eyes. It cannot ever be that a licensee can work out the licence if he finds it profitable to do so: and he can challenge the conditions under which he agreed to take the licence, if he finds it commercially inexpedient to conduct his business.*

**70.6.** *Ordinarily, where a breach of contract is complained of, the party complaining of such breach may sue for specific performance of the contract, if contract is capable of being specifically performed. Otherwise, the party may sue for damages.*

**70.7.** *Writ can be issued where there is executive action unsupported by law or even in respect of a corporation there is denial of equality before law or equal protection of law or if it can be shown that action of the public authorities was without giving any hearing and violation of principles of natural justice after holding that action could not have been taken without observing principles of natural justice.*

**70.8.** *If the contract between private party and the State/instrumentality and/or agency of the State is under the realm of a private law and there is no element of public law, the normal course for the aggrieved party, is to invoke the remedies provided under ordinary civil law rather than approaching the High Court under Article 226 of the Constitution of India and invoking its extraordinary jurisdiction.*

**70.9.** *The distinction between public law and private law element in the contract with the State is getting blurred. However, it has not been totally obliterated and where the matter falls purely in private field of contract, this Court has maintained the position that writ petition is not maintainable. The dichotomy between public law and private law rights and remedies would depend on the factual matrix of each case and the distinction between the public law remedies and private law field, cannot be demarcated with precision. In fact, each case has to be examined, on its facts whether the contractual relations between the parties bear insignia*

*of public element. Once on the facts of a particular case it is found that nature of the activity or controversy involves public law element, then the matter can be examined by the High Court in writ petitions under Article 226 of the Constitution of India to see whether action of the State and/or instrumentality or agency of the State is fair, just and equitable or that relevant factors are taken into consideration and irrelevant factors have not gone into the decision-making process or that the decision is not arbitrary.*

**70.10.** *Mere reasonable or legitimate expectation of a citizen, in such a situation, may not by itself be a distinct enforceable right, but failure to consider and give due weight to it may render the decision arbitrary, and this is how the requirements of due consideration of a legitimate expectation forms part of the principle of non-arbitrariness.*

**70.11.** *The scope of judicial review in respect of disputes falling within the domain of contractual obligations may be more limited and in doubtful cases the parties may be relegated to adjudication of their rights by resort to remedies provided for adjudication of purely contractual disputes.”*

**3.** The present Writ Petition assails the act of the Respondents to issue tender bid No.12/CE/IBBZ-II/SE/BRPC/EE/BRPD-I/2017-18 (tender bid No.12) for construction of the ITBP road from Lugnak-La to Muguthang in Sikkim during the subsistence of the contract entered between the Petitioner and the Respondents for construction of ITBP 31 Kilometres road from Thangu to Muguthang (the said contract). It is the case of the Petitioner that the construction of the road contemplated vide tender bid No.12 was part of the said contract. Although, originally the Petitioner had sought for a prayer of stay of the tender bid No.12 and for direction to the Respondents to clear the

pending outstanding dues with interest to the Petitioner due to certain subsequent events an amendment was sought for and on being granted the amended Writ Petition now seeks the following prayers:

- a)** *Issue a Writ in the nature of **MANDAMUS** and/or any other appropriate Writ/Order/Direction of like nature thereby directing the Respondents to stay the tender bid number 12/CE/IBBZ-II/SE/BRPC/EE/BRPD-I/2017-18 for construction of ITBP road Lagnak-La to Muguthang in Sikkim in relation to earth work, drainage and protection work, culverts, bituminous surfacing works and other appurtenant structures from Lagnak-La (altitude 16,500 ft.) to Rd 31.40 km (Muguthang) (altitude 14,000 ft.) (length 11.40 km approx.).*
- b)** *Issue Writ in the nature of **MANDAMUS** and/or any other appropriate Writ/Order/Direction of like nature thereby, directing respondents to clear all pending outstanding dues along with interest to the Petitioner.*
- c)** *Issue writ in the nature of **MANDAMUS** and/or any other appropriate Writ/Order/Direction of like nature thereby directing the Respondents to stay the re-tender of construction of road from Thangu to Muguthang via NIT No. 16/CE/IBBZ-II/SE/BRPC/EE/BRPD-I/2017-18 which is in violation of the 06.12.2017 order of this Hon'ble High Court.*
- d)** *Issue writ in the nature of **MANDAMUS** and/or any other appropriate Writ/Order/Direction of like nature thereby directing the Respondents not to invoke Bank Guarantees vide letter dated 12.01.2018 and prohibiting the respondents to take coercive action against the Petitioner vis-à-vis the contract already awarded to the Petitioner on which the Petitioner is currently working on until the disposal of the Writ Petition.*
- e)** *Pass any other order(s) as this Hon'ble Court may deem fit, in the facts and circumstances of the case, in the interest of justice."*

**4.** It is seen that the scope of the present Writ Petition is limited. Prayer **a)** and **c)** seeks stay of tender bid No. 12 and tender bid No.16 respectively and prayer **d)** seeks an interim direction upon the Respondents not to invoke the bank guarantees until the disposal of the Writ Petition.

**5.** In so far as the first relief sought for is concerned for stay of tender bid No.12 which was floated on 12.09.2017 the said tender was subsequently cancelled by the Respondents and therefore the said prayer has become infructuous.

**6.** The second relief sought for seeks a direction upon the Respondents to clear all pending outstanding dues along with interest to the Petitioner. Except for stray references of unpaid bills no further specific details have been provided by the Petitioner in the amended Writ Petition. In the amended counter-affidavit the Respondents pleads that the bill raised by the Petitioner was exorbitantly high and they withdrew the same after protracted correspondence in 2017. The Respondents further alleges that fake measurement had been provided by the Petitioner and the measurement was not found in order in terms of executed quantity. It is settled law that money claims particularly arising out of contractual obligations are normally not to be entertained except in exceptional circumstances. The Petitioner has not made out any case of exceptional circumstance in the present Writ Petition. The Petitioner is fully within its rights to realize their

outstanding dues, if any, under the terms of the said contract they had entered into with the Respondents or by any other legal means as may be advised.

7. The third relief sought for seeks a stay of the re-tender of construction of road from Thangu to Muguthang via NIT No.16/CE/IBBZ-II/SE/BRPC/EE/BRPD-I/2017-18 (tender bid No.16) since as per the Petitioner the floating of the tender bid No.16 violates the order of this Court dated 06.12.2017. The order dated 06.12.2017 passed by this Court reads as under:

“IA No. 03/2017

*This is an application, whereby and whereunder an order dated 27<sup>th</sup> November 2017 passed by the Supreme Court in Petition (s) for Special Leave to Appeal (C) No (s). 30648/2017 (Sri Avantika Contractors (I) Limited vs. Union of India & Others) was brought to the notice of this Court.*

*It appears that the petitioner feeling aggrieved by the order dated 11<sup>th</sup> October 2017, wherein notice was issued to other side and no order was passed in I.A., awaiting response of the respondents on interim application (I.A. No.02/2017), approached the Supreme Court. The Supreme Court, considering the submissions made by the petitioner, passed the following order:-*

*“Taking into consideration the aforementioned statement of learned senior counsel and having regard to the facts of the case, without expressing any opinion on the merits of the case, we request the High Court to consider the prayer made by the petitioner for interim protection in the pending Writ Petition and pass appropriate orders, within a period of two weeks from today.”*

*The respondents have filed counter affidavit on 01<sup>st</sup> December 2017, enclosing several letters, especially letters dated 28<sup>th</sup> October 2017 and 10<sup>th</sup> November 2017, wherein it is alleged that the petitioner had suspended the works and*

*demobilized the machineries and equipments without permission of the Department.*

*On query, as to whether the said letters were responded to, learned counsel appearing for the petitioner submits that he could not seek instructions on this issue from the petitioner and, as such, some time is required to obtain necessary instructions and file rejoinder, if any.*

*The matter is taken up with consent of the parties for final hearing. However, on account of lack of instructions from the parties, the hearing could not be completed.*

*On perusal of the documents, it is noticed that the period of contract has come to an end on 30<sup>th</sup> November 2017. Learned counsel for the petitioner would contend that before initiating the new tender process, no notice under clause 12 read with clauses 15 and 16 was served on him. Prima facie, it is not found that on completion of the time schedule, notice for termination of work is required. However, it requires examination.*

*Learned Senior Counsel appearing for the respondents, in all fairness, would contend that during this season normally no work is possible on the site on account of inclement weather. The respondents have already floated tender for engagement of a new contractor, as the work done by the petitioner in the past was slack and the petitioner had not maintained the time schedule.*

*Be that as it may, without going deep into the disputes, as the petitioner does not have full instructions from his client on several issues, the matter is adjourned for further hearing to 08.03.2018.*

*In the meantime, the respondents may proceed with the tender process, but final decision shall not be taken till the next date of hearing.*

.....  
06.12.2017”

**8.** A perusal of the said order dated 06.12.2017 makes it evident that it was passed in I.A. No. 03 of 2017. In I.A. No. 03 of 2017 the Petitioner apprehending that tender bid No.12 would be awarded before the next date of hearing rendering

the present Writ Petition infructuous a prayer was sought for preponement of the hearing of the present Writ Petition as well as I.A. No. 02 of 2017 and to consider the prayer for interim relief. I.A. No. 02 of 2017 sought for stay of the tender bid No.12. Evidently therefore, the Petitioner had specifically complained of its apprehension that the Respondents would complete the tender process of tender bid No.12 before the hearing to which this Court had directed that the Respondents may proceed with the said tender process but final decision shall not be taken till the next date of hearing. The tender bid No.12 was subsequently cancelled. When the Petitioner became aware of the issuance of the tender bid No.16, I.A.No.6 of 2018 was filed before this Court on 05.03.2018 seeking an amendment of the Writ Petition which was allowed by this Court vide order dated 06.04.2018. The amended Writ Petition seeks a prayer to stay the tender bid No.16 on the sole ground of violation of the order dated 06.12.2017. Tender bid No.16 which was admittedly floated on 21.01.2018 was not even an issue before this Court when the said order dated 06.12.2017 was passed. Thus it is evident that the issuance of tender bid No.16 by the Respondents did not violate the order dated 06.12.2017 passed by this Court and consequently no stay can be granted against the issuance of tender bid No.16 on the ground that it violated an interim order dated 06.12.2017 passed by this Court as a final relief in the Writ Petition.

**9.** A thorough scrutiny of the pleadings and the documents filed by the Petitioner as well as the Respondents makes it evident that the issues sought to be raised in the present Writ Petition pertains to the said contract admittedly executed on 21.01.2011 and the date of completion of the project was 20.07.2013. Admittedly again the said date of completion of project was extended on several occasions till November 2017. The pleadings in the Writ Petition are replete with factual statements regarding various hindrances and difficulties faced by the Petitioner in the course of the execution of the contract. Hindrances regarding change in alignments by the Respondents, failure to provide the alignments on time, increase in volume of work, climatic change due to weather at the site project, milestones shifting, delay in payment of bills, pending bill not paid, delay in sanction of deviated item rates, issues of minus extra items, issues of illegal recoveries, issue of approval of structures and issue of access to site due to the altitude of work project have been cited by the Petitioner in the Writ Petition. It is the case of the Petitioner that due to the aforesaid reasons the work could not be completed as per schedule and therefore, mile stone had to be shifted time and again and date of completion of the project shifted several times till November, 2017.

**10.** The Respondents have filed a detailed amended counter-affidavit in which it has been pleaded that initially the

Petitioner was awarded construction of the ITBP road from Thangu to Muguthang in North Sikkim vide contract dated 21.01.2011 after the Respondents had accepted the bid of the Petitioner vide letter dated 30.12.2010. It is stated that the time of completion as per the said contract was 30 months w.e.f. 21.01.2011 and the date of completion was 20.07.2013. It is the Respondents case that at the time of signing of contract, the details of the work including surfacing, formation cutting, culverts, breast wall, retaining wall, hill side drain, cross section of road and road alignments etc. formed part and parcel of the contract and was set out with the contract agreement which was duly accepted by the Petitioner and therefore, the Petitioner had knowledge about the work specifications and the location in detailed right from the inception. It is the case of the Respondents that after 9.6 kilometres of the total 31 kilometres ITBP road at North Sikkim, the Petitioner deviated from the alignment provided by the Respondents till 18 kilometres which fact was brought to the knowledge of the Respondents in December 2015. The deviation from 9.6 to 18 kilometres was approved by the Respondent No.4 and from Kilometres 18 to 30 (Muguthang) the Respondents provided the Petitioner with the new alignment on 07.06.2017. The Respondents plead that the Petitioner had not achieved the milestones as prescribed in the contract and therefore, necessitating shifting of the milestones. It is the case of the Petitioner that shifting of the

milestones was to be re-scheduled on the proposal submitted by the Petitioner to the Respondents and the same was approved after due verification of the records. The Respondents pleads that the Petitioner moved the proposal five times which were duly approved by the Respondents as the first milestones could not be achieved by the Petitioner the second and the third milestones would automatically shift. It is the case of the Respondents that the Petitioner has failed to achieve the first milestone as per the contract. The Respondents further avers that the Petitioner had requested for extension of time on five different occasions and the Respondents had approved the same on the firm belief that the Petitioner would complete the work but they failed to do so. It is the case of the Respondents that the tender amount was valued at Rs.95,77,72,163/- (Rupees ninety five crores seventy seven lakhs seventy two thousand one hundred sixty three) out of which the Respondents have made payment of Rs.60.54 crores to the Petitioner so far for gross work done on the road from Thangu to Muguthang measuring 31 kilometres including price escalation, statutory recoveries as per the terms and conditions of the contract and mobilization advance to the Petitioner for machineries and plants. The Respondents further pleads that despite the series of re-scheduled milestones on the request made by the Petitioner the Petitioner failed to achieve the milestones and the Respondents having no other alternative floated a new tender

to expedite the work since the road is required for national security. It is the Respondents case that the Petitioner has completely failed to perform its work as required under the contract and also within the extended time thereby hampering the work of national security as the road connectivity between Lagnak-La to Muguthang is of vital importance for movement of army during emergency and time and again the office of the Respondents have been receiving directions from the Ministry of Home Affairs to expedite the work at the same time the Army, National Security Agency and Prime Minister's Office have been stressing that the road be completed at the earliest i.e. 2019. The Respondents submits that various letters were issued to the Petitioner regarding slow progress of work and to accelerate the pace of work but despite such letters the Petitioner has failed to achieve the milestones as extended. Numerous such letters have been annexed by the Respondents with the amended counter-affidavit. The averments regarding the hindrances and difficulties claimed by the Petitioner in the amended Writ Petition filed by the Petitioner have been specifically denied. The Respondents to the contrary submits that the so called difficulties mentioned by the Petitioner are all after thoughts as the Petitioner was well aware of the site location and condition 9 of the General Specifications and Condition of the Contract Agreement requires the contractors to inspect the site for the work and other requirements and get familiarized

beforehand. The Respondents also contest the fact pleaded by the Petitioner that it was the Respondents who is to be blamed for the milestones shifting. The Respondents avers that show cause notice was issued to the Petitioner on his failure to execute the work as per the time schedule. As per the Respondents in spite of the assurance by the Petitioner in the meeting chaired by Additional Director General (Border) on 24.09.2016 held at Zonal office at Siliguri, the Petitioner could achieve formation cutting up to road 17 kilometres only. As per the Respondents the Petitioner made commitment in the meeting to achieve the formation cutting up to 27 kilometres by end of August 2017 and bitumen surfacing up to 25 kilometres by the end of October 2017. However, the Petitioner could not achieve 17 kilometres formation cutting till date and no work of bitumen surfacing has even started. It is the case of the Respondents that although time and again the Petitioner's request for rescheduling milestones had been considered positively and milestones shifted the Petitioner failed to achieve the same. It is the case of the Respondents that in such circumstances they were compelled to issue a show cause notice dated 14.12.2017 and after receipt and consideration of the reply by the Petitioner dated 21.12.2017 determine the contract on 09.01.2018. The Respondents submits that it was only after the determination of the contract on 09.01.2018 that the Respondents wrote a letter to the Bank for encashment of

bank guarantees dated 12.01.2018 and thereafter floated tender bid No.16 on 21.01.2018 for balance work of Thangu to Lugnak-La (length 20 kilometres).

**11.** It is the case of the Respondents that the period of contract having ended on 30.11.2017 a new tender process had been initiated by the Respondents. It is specifically averred that the Respondents in compliance with the order passed by this Court on 06.12.2017 has not awarded the contract for the new tender floated.

**12.** In the amended counter-affidavit the Respondents portrays their version about the alignments and modifications of different stretches of the 31 kilometres of ITBP road and the responsibilities of the Petitioner with regard to the same. It is evident that the present dispute relates to a contractual matter where there are several and serious disputed questions of fact. The present dispute necessarily involves examining the detailed facts which are disputed and the terms of the contract and whether the act of the Respondents to issue the fresh tender after the extended period of the said contract had come to an end amounted to a breach of the said contract which can be only examined in a Civil Court. Although there is no absolute bar to the maintainability of a Writ Petition even in contractual matters or where there are disputed questions of facts it is evident that in the present

case no issue of public law character has been raised. The disputed questions of facts raised herein are of complex nature and require oral evidence for their determination and cannot be determined in present proceeding under Article 226 of the Constitution of India. It is well settled that Writ Petition is not maintainable to avoid contractual obligations. Occurrence of commercial difficulty, inconvenience or hardship in performance of the condition agreed to in the contract can provide no justification in not complying with the terms of the contract which the parties had accepted with open eyes. It is trite law that a writ can be issued where there is executive action unsupported by law and there is a denial of equality before law or equal protection of law or if it can be shown that action of the public authorities was without giving any hearing and violation of the principles of natural justice. It is also settled law that the scope of judicial review in respect of disputes falling within the domain of contractual obligations may be more limited and in doubtful cases the parties may be relegated to adjudication of their rights by resort to remedies provided for adjudication of purely contractual disputes.

**13.** The last relief sought for which also requires examination is the penultimate prayer seeking a direction upon the Respondents not to invoke the bank guarantees vide letter dated 12.01.2018 and prohibiting the Respondents to

take coercive action against the Petitioner vis-à-vis the contract already awarded to the Petitioner on which the Petitioner is currently working until the disposal of the Writ Petition. Evidently this is an interim prayer made by the Petitioner. Vide order dated 25.01.2018 this Court in I.A. No.04 of 2018 ordered status quo in respect of bank guarantees till the next date of hearing which order continues till date. Since the Writ Petition is being finally disposed off the interim order dated 25.01.2018 is required to be vacated as all the prayers prayed for by the Petitioner in the amended Writ Petition have been found to be not maintainable.

**14.** This Court has heard the detailed submissions made by Mr. B. S. Banthia, Learned Counsel for the Petitioner and Mr. Karma Thinlay, Learned Central Government Advocate for the Respondents. This Court has also examined the pleadings in the amended Writ Petition, the amended counter-affidavit and the rejoinder along with all the documents filed by the Petitioner as well as the Respondents including the additional documents filed by the Petitioner. On such examination this Court is of the firm view that the Petitioner has failed to make out any case for interference in the writ jurisdiction of this Court. This Court is also of the firm view that the only substantial prayer being the prayer for directing the Respondents to clear all pending outstanding dues along with interest to the Petitioner cannot also be examined in the writ

jurisdiction of this Court and the Petitioner may take recourse to remedy under the contract or such other remedies provided under the ordinary civil law as may be advised.

**15.** The Writ Petition is dismissed. No order as to costs.

**Sd/-**  
**(Bhaskar Raj Pradhan)**  
**Judge**  
04.06.2018

Approved for reporting: yes.  
Internet: yes.

to