

J.Devender Vs. Kakatiya University,rep. by Its Registra

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Court : Andhra Pradesh

Decided On : Dec-11-2014

Judge : The Hon'ble Sri Justice C.V.Nagarjuna Reddy

Appellant : J.Devender

Respondent : Kakatiya University,rep. by Its Registra

Judgement :

The Honble Sr.Justice C.V.Nagarjuna Reddy Writ Petition No.36008 of 2014 11-12-2014 J.Devender ReddyPetitioner Kakatiya University,rep.

by its Registrar,Kakatiya University Campus,Vidyaranyapuri, Hanmakonda,Warangal and anotherRespondents Counsel for the petitioner: Mr.V.Narasimha Goud Counsel for the respondents: Mr.Dishit Bhattacharjee for Mr.Deepak Bhattacharjee, SC for University ?.

Cases cited: Nil The Honble Sr.Justice C.V.Nagarjuna Reddy Writ Petition No.36008 of 2014 Dated 11.12.2014 The Court made the following: Order: This Writ Petition is filed for a Mandamus to declare the inaction of the respondents in arranging payment to the petitioner towards the works executed by him under agreements, dated 25-04-2005 and 09-01-2009, as illegal and arbitrary.

The petitioner sought for a consequential direction to the respondents to pay the amount due to him for the contract works along with interest @ 12% p.a., from the due date.

I have heard Mr.V.Narasimha Goud, learned Counsel for the petitioner, and Mr.Deepak Bhattacharjee, learned Standing Counsel for respondent No.1-University.

The petitioner pleaded that in pursuance of tender notification, dated 17-03-2005, the petitioner has filed his tender for construction of a library building to the University Law College; that the petitioner had paid the bid amount of Rs.18,33,334.42 ps., as against the estimated contract value of 23,79,744.04 ps.,; that an agreement bearing No.1/0/05-06, dated 25-04-2005, was entered into between the parties; that in pursuance thereof, the petitioner had commenced the construction work and completed it within the stipulated period of six months; that the library building was inaugurated on 15- 11-2006; that another agreement was entered into between the petitioner and the respondents on 09-01-2009 for construction of fiRs.floor of the University Law College building; that respondent No.1 has felt the necessity of getting executed by the petitioner certain additional works such as construction of portiCo.dismantling and construction of stair case in the lobby, repairs and replacement of windows in the lecture halls 1 and 2 at ground floor, repairs and painting at the ground floor, approach road from the main road to college portiCo.closure of old gate and reconstruction of gate in front of the building.

Accordingly, these works were entrusted to the petitioner for an estimated value of Rs.9,50,000/-.

The petitioner pleaded that he has completed all these works, but, he is being denied payment of the amount.

The petitioner has filed a copy of university engineers Note file, dated 08-03-2011, a perusal of which would show that during the inspection by the Honble Justice L.Narasimha Reddy, the Dean Faculty of Law, the Vice-Chancellor and the Development Officer, on 16-01-2009 and 30-05-2009, the above-mentioned additional works were found necessary; that an estimate was prepared for Rs.9,50,000/- for the said works; that the proposals were placed for approval before the building committee; and that the building committee has, accordingly, approved the same in its 12th meeting held on 23-06-2009 vide agenda Item

No.12.4 (P).that the proposals were submitted to the Registrar for according administrative sanction; that, so far, the administrative sanction has not been received; and that the contractor is pressing for payment.

The university engineer has, accordingly, prepared the note file and recommended for payment.

Though many years had gone by, the respondents have not made payment to the petitioner for the contract works executed by him.

Therefore, he is constrained to file the present Writ Petition for a direction to the respondents to pay him the amount under the long pending bills.

On behalf of the respondents, the Registrar of respondent No.1- University has filed a counter-affidavit wherein he has admitted the execution of the works under the contract by the petitioner.

He has also averred that during the execution of the main work, certain additional works worth Rs.9.50 lakhs were also undertaken by the petitioner pending administrative sanction; that the building committee during its 12th meeting has recorded the above work and forwarded the administrative sanction, but, the same was not given so far; and that, therefore, the bills are pending.

He has further stated that on account of the delay in payment, the petitioner has approached the District Legal Services Authority and that the University has filed a reply stating that the account will be settled, as and when the full time Vice-Chancellor takes charge.

In essence, the stand of the respondents is that though the petitioner has executed the additional works entrusted to him, due to absence of the full time Registrar and the Vice- Chancellor, the administrative sanction for the same was not made.

The stand of the respondents, in my considered opinion, is wholly unwholesome.

As a contractor, the petitioner is not concerned as to whether respondent No.1 has a regular Vice- Chancellor and a regular Registrar or not All that he is interested is

in receiving the amount for the contract works executed by him.

On the respondents own showing, the additional works, as approved by the building committee, were entrusted to the petitioner as far back as the year 2009 and that they were duly completed by him within the stipulated time.

Merely, for the sake of obtaining formal approval by the Vice- Chancellor or the Registrar of the University, the petitioner cannot be starved of his payments as the same is purely an internal affair of the University.

Indeed, the petitioner is entitled for payment of reasonable interest on the amount, admittedly, due to him.

Respondent No.1, being the State within the meaning of Article 12 of the Constitution of India, cannot deprive the citizen of the payments legitimately due to him in the guise of absence of an administrative sanction.

It is not the pleaded case of the deponent of the counter-affidavit that the in-charge Vice-Chancellor is not empowered to take decisions involving payment of money.

The decisions relating to non- academic affairs of respondent No.1- University are also expected to be taken by the in-charge Vice Chancellor, in the same way, as the decisions relating to its academic affairs are being taken.

In my opinion, withholding of the amount, payable to the petitioner for the contract works, constitutes patent arbitrariness on the part of the respondents.

For the above-mentioned reasons, respondent No.1 is directed to complete the formality relating to administrative sanction of the contract works, as approved by the building committee in its 12th meeting held on 23-06-2009 and pay the amount due to the petitioner within one month from the date of receipt of this order along with interest @ 12% p.a., computed from the date of expiry of three months from the date of completion of those works.

The Writ Petition is, accordingly, allowed.

As a sequel to disposal of the Writ Petition, WPMP.No.45071 of 2014, filed by the petitioner for interim relief, is disposed of as infructuous.

_____ (C.V.Nagarjuna Reddy, J.Dt: 11th December, 2014)

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