GAHC030002592024

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/33/2024

Sh. R Rokima
R/o Chanmari West, Aizawl, Mizoram (Class-I Registered Contractor under Reg. No. 51/E-in-C-1/2022

VERSUS

The State of Mizoram r/b the Chief Secretary to the Govt. of Mizoram and 5 Ors.
Aizawl, Mizoram 2:The Principal Secretary to the Govt. of Mizoram
Finance Dept.

3:The Secretary to the Govt. of Mizoram
Public Works Dept.

4:The Engineer in Chief
Public Works Dept.

5:The Superintending Engineer
PWD
Central Circle

6:The Secretary
Ministry of Finance
Dept. of Expenditure (Public Finance - State Division

Advocate for the Petitioner : Mr C Lalramzauva Sr. Adv.

Advocate for the Respondent : Addl. AG/GA, Mizoram for R1 - R5

Linked Case : WP(C)/34/2024

Smt. Lallianzovi
(Proprietor
C.L Enterprise)
R/o Challeta Building
Dawrpui
New Market
Aizawl
Mizoram. (Class-I Registered Contractor under Reg. No. 125/E-in-C-1/2022)

VERSUS

The State of Mizoram r/b the Chief Secretary to the Govt. of Mizoram and 5 Ors.
Aizawl
Mizoram

2:The Principal Secretary to the Govt. of Mizoram
Finance Dept.
Aizawl
Mizoram

3:The Secretary to the Govt. of Mizoram
Public Works Dept.
Aizawl
Mizoram

4:The Engineer-in-Chief
Public Works Dept.
Aizawl
Mizoram

5:The Chief Engineer (Roads)
PWD
Aizawl
Mizoram

6:The Secretary
Ministry of Finance
Dept. of Expenditure (Public Finance - State Division)
Govt. of India
New Delhi - 110001.

Advocate for the Petitioner : Mr C Lalramzauva Sr. Adv.
Advocate for the Respondent : Addl. AG/GA

Mizoram for R1-5

Linked Case : WP(C)/35/2024

Sh. Vanlalsanga
S/o Zailiana (L)

R/o Mission Veng
Aizawl
Mizoram (Class-II Registered Contractor under Reg. No. 100/CE-R/II/2014)

VERSUS

The State of Mizoram r/b the Chief Secretary to the Govt. of Mizoram and 5 Ors.
Aizawl
Mizoram

2:The Principal Secretary to the Govt. of Mizoram
Finance Dept.
Aizawl

3:The Secretary to the Govt. of Mizoram
Public Works Dept.
Aizawl

4:The Engineer-in-Chief
Public Works Dept.
Aizawl

5:The Chief Engineer (Roads)
PWD
Mizoram
Aizawl

6:The Secretary
Ministry of Finance
Dept. of Expenditure (Public Finance - State Division)
Govt. of India
New Delhi - 110001.

Advocate for the Petitioner : Mr C Lalramzauva Sr. Adv.
Advocate for the Respondent : Addl. AG/GA
Mizoram for R1 - R5

Linked Case : WP(C)/30/2024

Sh. Harvey Lalrinliana
R/o Tlangnuam
Aizawl
Mizoram
(Class-II Registered Contractor under Reg. No. 83/CE-R/II/2014)

VERSUS

The State of Mizoram r/b the Chief Secretary to the Govt. of Mizoram and 5 Ors.
Aizawl

2:The Principal Secretary to the Govt. of Mizoram
Finance Dept.
Aizawl

3:The Secretary to the Govt. of Mizoram
Public Works Dept.
Aizawl

4:The Engineer in Chief
Public Works Dept.
Aizawl

5:The Superintending Engineer
PWD
Central Circle
Aizawl

6:The Secretary
Ministry of Finance
Dept. of Expenditure (Public Finance - State Division)
Govt. of India
New Delhi-110001.

Advocate for the Petitioner : Mr C Lalramzauva Sr. Adv.
Advocate for the Respondent : Addl. AG/GA
Mizoram for R1-5

Linked Case : WP(C)/32/2024

Smt. Lalrovi
R/o Hunthar Veng

Aizawl
Mizoram. (Class-I Registered Contractor under Reg. No. 68/E-in-C-1/2022

VERSUS

The State of Mizoram r/b the Chief Secretary to the Govt. of Mizoram and 5 Ors.
Aizawl
Mizoram

2:The Principal Secretary to the Govt. of Mizoram
Finance Dept.
Aizawl
Mizoram

3:The Secretary to the Govt. of Mizoram
Public Works Dept.
Aizawl
Mizoram

4:The Engineer-in-Chief
Public Works Dept.
Aizawl
Mizoram

5:The Chief Engineer (Roads)
PWD
Aizawl
Mizoram

6:The Secretary
Ministry of Finance
Dept. of Expenditure (Public Finance - State Division)
Govt. of India
New Delhi - 110001.

Advocate for the Petitioner : Mr C Lalramzauva Sr. Adv.
Advocate for the Respondent : Addl. AG/GA
Mizoram for R1 - R5

BEFORE

HON'BLE MR. JUSTICE NELSON SAILO

Date on which judgment is reserved	: 21.07.2026
Date of pronouncement of judgment	: 31.07.2026
Whether the pronouncement is of the operative part of the judgment?	: NA.
Whether the full judgment has been pronounced?	: Yes

J U D G M E N T & O R D E R (CAV)

All the 5 (five) writ petitions are taken up for disposal by this common Judgment & Order since the issues involved are common and similar.

2. Heard Mr. C. Lalramzauva, learned Senior Counsel assisted by Mr. J. Malsawmzuala Vanchhawng, learned counsel for the petitioners in all the cases. Also heard Mr. Samuel Vanlalhriata Chhangte, learned Addl. Advocate General appearing for the State respondents in WP(C) Nos. 30 & 33/2024, Ms. Lalnunhlui, learned Govt. Advocate appearing for the State respondents in WP(C) Nos. 32 & 35/2024, Caroline K. Lungawipuii, learned Govt. Advocate appearing for the State respondents in WP(C) No. 34/2024 and Ms. Zairemsangpuii, learned CGC appearing for the respondent No. 6 in all the cases.

3. By filing their respective writ petitions, the petitioners are aggrieved with the Office Memorandum dated 15.02.2024 issued by the Govt. of Mizoram in the Finance Department and the Order dated 27.03.2024, issued by the Govt. of

Mizoram in the Public Works Department.

4. The Office Memorandum dated 15.02.2024 issued by the Finance Department is regarding the instruction for implementation of work under part – I of Special Assistance to States for Capital Investment (SASCI), 2023-2024. It provides that an amount of Rs. 500 crores was approved by the Govt. of India as New Projects under part- I of the Scheme and has released Rs. 266.69 crores the as 1st installment, which is approximately 53% of the approved amount. Subsequent release of the fund would have been upon progress of the implementation of the work and submission of Utilization Certificate. However, as the 1st installment was received just prior to the enforcement of the Model Code of Conduct (MCC) of the General Election to the Mizoram Legislative Assembly, 2023, no capital works could be taken during the enforcement of MCC. Since subsequent receipt of next installment is not certain, all SASCI implementing departments were advised to re-examine the approved projects under Part-I and identify, prioritized and select the works from the list of approved projects to be implemented within the received/reduced amount i.e., approximately 51.88%. Further, it was provided that the amount approved for State Matching Share (SMS) of Jal Jeevan Mission (JJM) i.e., Rs. 15.13 crores may remain as had already been drawn and disbursed. The selected list of project was therefore required to be submitted to the Finance Department at the earliest.

5. Following the above Office Memorandum, the selected project work in respect of Public Works Department, a revised estimate was apparently submitted and then notified vide the impugned Order dated 27.03.2024. Thus, the impugned Office Memorandum dated 15.02.2024 and the impugned Order dated 27.03.2024, are the subject matter of challenge in these writ petitions.

6. It is the case of the petitioners that they were each allotted certain road construction/upgradation work in terms of the restricted Tender No. 4/2023-2024, issued by the Office of the Superintending Engineer, Public Works Department, Central Circle, Aizawl on 22.09.2023. The restricted tender was issued pursuant to the approval of the projects under Part-I of the SASCI Scheme, 2023-2024 (Phase-II) by the Ministry of Finance, Govt. of India, Department of Expenditure, Public Finance & States Division, which was communicated to the Principal Secretary to the Govt. of Mizoram, Finance Department vide Communication dated 21.08.2023. The approval was given in terms of the guidelines of the SASCI Scheme, 2023-2024 prepared by the Ministry of Finance, Govt. of India, Department of Expenditure, Public Finance & States Division, as was earlier communicated to all the Chief Secretaries of the State Governments on 03.02.2023. Therefore, with the approval that was given, the restricted tender was floated and the petitioners with the original contract amount and the subsequent expenditure sanction were selected to carry out the construction work, for which they were selected. The details of the works allotted to each of the petitioners with the original contract amount and the subsequent modified expenditure sanction are provided below in a form of a chart for ready perusal and for convenience:-

Sl. No	NAME OF PETITIONER & WP(C) NO.	NAME OF WORK ALONG WITH AMOUNT	INVITATION FOR BIDS (IFB)	LETTER OF ACCEPTANCE WITH DATE	Agreement No. With DATE	REVISED E/S Vide Order Dt. 27.03.2024
1.	Sh. R Rokima WP(C)/33/2024	Upgradation of Internal Roads at Hunthar, Chandmari West, Rangvamual, Phunchawng & Chhinga Veng amounting to Rs. **2,88,00,000.00**	Restricted Tender No. 4 of 2023-2024 No. T-11012/35-NIT-RESTD/23/SE-CC/PWD/4 dt. 22.09.2023	No. T-11012/35-NIT-RESTD/23/SE-CC/PWD/24 dt. 04.10.2023	AGM-No.17/SE-CC/PWD/2023-2024 dt. 05.12.2023	**61.41 lakh** i.e., 21.32% of Contract Amt.
2.	Sh. Harvey Lalrinliana WP(C)30/2024	Construction of Tuirial Airfield to Muthilui and Zokhawsang Agriculture Link Road amounting to Rs. **2,30,40,000.00**	Restricted Tender No. 4 of 2023-2024 No. T-11012/35-NIT-RESTD/23/SE-CC/PWD/4 dt. 22.09.2023	No. T-11012/35-NIT-RESTD/23/SE-CC/PWD/21 dt. 04.10.2023	AGM-No.14/SE-CC/PWD/2023-2024 dt. 06.12.2023	**107.52 lakh** i.e., 46.4% of Contract Amt.
3.	Smt. Lalrovi WP(C)32/2024	Construction of Hruaikkawn – Zokhawthar Road amounting to Rs. **6,73,08,107.00**	Restricted Tender NIT No. 10/SE(EC)/2023-2024 dt. 22.09.2023	No. B-11012/2/2020-SE(E)/PWD/CHP/18'A' dt. 04.10.2023	No.14/SE(EC)/2023-2024 dt. 05.10.2023	**210 lakh** i.e., 30% of Contract Amt.
4.	Smt. Lallianzovi WP(C)34/2024	Construction of Bamboo Link Road at Nausel, Chamdur, Lungsang, Pumpelhsei, Kawrbel amounting to Rs. **6,69,23,700.00**	Restricted Tender No. 2 of 2023 - 2024 No. T-11012/35-NIT-RESTD/23/SE-CC/PWD/2 dt. 22.09.2023	No. T-11012/35-NIT-RESTD/23/SE-CC/PWD/10 dt.04.10.2023	AGM-No.3/SE-CC/PWD/2023-2024 dt. 05.12.2023	**311.63 lakh** i.e., 46.56% of Contract Amt.
5.	Sh. Vanlalsanga WP(C)35/2024	Improvement of Road from Zemabawk to Lungbial road in the locality of Zemabawk, Aizawl amounting to Rs. **4,41,60,000.00**	Restricted Tender No. 3 of 2023 - 2024 No. T-11012/35-NIT-RESTD/23/SE-CC/PWD/3 dt. 22.09.2023	No. T-11012/35-NIT-RESTD/23/SE-CC/PWD/15 dt.04.10.2023	AGM-No.8/SE-CC/PWD/2023-2024 dt. 06.12.2023	**215.48 lakh** i.e., 48.79% of Contract Amt.

7. It is the case of the petitioners that after being selected for their respective work through the Letter of Acceptance, issued separately to each of them and after depositing 3% of the value of work allotted to them as Performance Security, they were issued notice to proceed with the work. As per the notice to proceed with work, they were informed that the time allotted for completion of the work is 12 months and the commencement date of the work shall be counted from the issuance of the said notice. Following the same, an agreement was signed between the petitioners and the Superintending Engineer, Central Circle, Public Works Department, Mizoram, Aizawl, on the same date when the notice to proceed with the work was issued.

8. It is the case of the petitioners that although they were given notice to proceed with the work in writing and agreement signed as well, their request made to the supervising engineers to guide them at the spot to immediately start the work remained unheeded. Instead, the engineers concerned verbally informed them that they have to wait for green signal from the higher authorities. As a result, most of the contractors, including the petitioners could not start the execution of the work assigned to them for a number of days. While such was the situation, the impugned Office Memorandum dated 15.02.2024 followed by the impugned Order dated 27.03.2024 came to be issued, by which the contract amount in respect of the petitioners was reduced ranging from 21.32% to 48.79% of the original contract amount. Accordingly, the Bill of Quantities (BOQ) was also modified and the petitioners asked to sign a supplementary agreement. The petitioners while highly being discontented were left with no choice but to execute only the reduced amount of contract work and for which, they have all been paid their running bills. However, the petitioners have refused to sign the supplementary agreement.

9. Mr. C. Lalramzauva, learned Senior Counsel submits that the manner in which the value of work has been reduced is most arbitrary and illegal in view of the fact that, each of the petitioners were awarded their respective work in terms of the details provided in the restricted tender. However, without giving them any opportunity, the State respondents have unilaterally decided to drastically scale down the contract amount through the impugned Order dated 27.03.2024 in view of the impugned Office Memorandum dated 15.02.2024. The learned Senior Counsel submits that the impugned action is only due to the change in the Government and not in public interest. Therefore, the respondents should be directed to allow the petitioners to complete the contract work in terms of the original contract amount and the agreement signed in this regard. The learned Senior Counsel in support of his submissions has relied upon the following authorities:-

(1) Harbanslal Sahnia & Another v. Indian Oil Corpn. Ltd & Others, reported in (2003) 2 SCC 107

(2) M.P State Agro Industries Development Corpn. Ltd. & Another v. Jahan Khan, reported in (2007) 10 SCC 88 and

(3) Union of India & Others v. Tantia Construction Private Limited, reported in (2011) 5 SCC 697

10. Per contra, Mr. Samuel Vanlalhriata Chhangte, learned Additional Advocate General referring to the affidavit-in-opposition filed by the respondent Nos. 1 to 5 submits that although the Letter of Acceptance and notice to proceed with the work were issued to the petitioners but due to the enforcement of the MCC, there was unintentional delay in the signing of the agreement between the employer and the contractors. He submits that with the formation of the new Ministry and on account of acute financial crisis in the State, the Hon'ble Chief Minister of the State had announced a Year of Consolidation and it was therefore decided that all new projects for which, funds were not yet released but administrative approvals already accorded and the works not yet started at the site be examined. The works under SASCI, 2023-2024 being newly tendered just before the announcement of the State Legislative Assembly Election, with most of the contract agreement signed only after the end of the MCC and the works not started at site, the new Government decided to re-examine and prioritize the components of the works keeping in mind that the works be selected based on public interest and to create capital assistance as intended by the project. The learned Additional Advocate General submits that the prioritization of work had to be done in view of the fact that if all the works are taken up and it so happens that the State is not in a position to avail the 2nd installment of SASCI Scheme, 20233-2024, the State may be forced to make part of the expenditure from its own resources. As there is acute shortage of fund, the scenario is required to be contained and for which reason, the contract amount had to be reduced.

11. The learned Additional Advocate General submits that due to the imposition of MCC, there was delay in signing the agreement between the employer and contractors and it was therefore clear that there is little possibility of submission of Utilization Certificate on time to avail the 2nd installment of SASCI Scheme, 2023-2024 and further, as the State cannot bear the cost of execution of the remaining work from its own resources, it was therefore inevitable for the Department implementing the works to curtail the contract.

The learned Additional Advocate General further submits that as per Clause 12 of the contract agreement, the Engineer-in-Charge has the power to make alterations, omissions, additions, substitutions for the original specifications, drawings, designs and instructions that may appear to him necessary or advisable during the progress of the work and the contractor shall be bound to carry out the work in accordance with any instructions given to him in writing, signed by the Engineer-in-Charge. This apart, there is also a dispute redressal mechanism in the conditions of the contract, which provides that if the contractor believes that a decision taken by the engineer was either outside the authority given to him by the contract or the decision was wrongly taken, the decision is to be referred to the dispute review expert within 14 days of the notification of the engineer's decision. Therefore, if the petitioners are aggrieved with the decision of the respondents in scaling down the contract work, they are to avail the remedy provided including, the process of arbitration. The decision to scale down the contract amount is not for any other reason but on account of financial shortages faced by the State Government, the decision taken by the State Government therefore may not be interfered with by this Court.

12. The learned Additional Advocate General submits that even if the writ petitions are found to be maintainable, this Court may examine the decision process and not the decision itself. Considering the reason for taking such a decision, the petitioners cannot be said to have a legitimate grievance against the State respondents. Accordingly, the writs petitions may be dismissed as not maintainable. In support of his submissions the learned Additional Advocate General, relies upon the case of *Empire Jute Company Limited & Others v. Jute Corporation of India Limited & Another,* reported in (2007) 14 SCC 680.

13. Mrs. Caroline K. Lungawipuii, learned Govt. Advocate and Ms. Lalnunhlui, learned Govt. Advocate also adopt the arguments made by the learned Additional Advocate General. Mrs. Caroline K. Lungawipuii, learned Govt. Advocate relies upon the Apex Court decision rendered in the following cases:-

(i) Jagdish Mandal v. State of Orissa & Others, reported in (2007) 14 SCC 517

(ii) Kerala State Electricity Board & Another v. Kurien E. Kalathil & Others, reported in (2000) 6 SCC 293 &

(iii) Tata Cellular v. Union of India, reported in (1994) 6 SCC 651.

14. Ms. Zairemsangpuii, learned CGC submits that management of contracts for examination of projects sanctioned under the SACSI Scheme, 2023-2024 is purely the responsibility of the concerned State Government and that the SASCI Scheme, 2023-2024 guidelines do not specify any directions/guidelines in this regard. She therefore submits that the reduction of contract amount, modification of the BOQ and requiring the petitioners to sign supplementary agreement has no linkage with SASCI guidelines. Therefore, the respondent No. 6 has no role in the present case, beyond sanctioning of the fund.

15. I have heard the submissions made by the learned counsels for the rival parties and I have perused the materials available on record.

16. The grievance of the petitioners in the present proceeding is that although they were selected and allotted the contract work as was mentioned in the restricted tender No. 4/2023 – 2024, the work allotted to them has been reduced in terms of the impugned order dated 27.03.2024, which was the result of the issuance of the Office Memorandum dated 15.02.2024. It is not disputed at the bar that a proposal for certain project works in the State of Mizoram was prepared and sent to the Director, Public Finance – States Division, Department of Expenditure, Ministry of Finance, Govt. of India for a total estimate cost of Rs. 300.76 crores for consideration and sanction under the SASCI Scheme Part – I for the financial year 2023 – 2024. The guidelines of SASCI Scheme provides that the scheme is a financial assistance provided to State Governments in the form of 50 year interest free loan for capital investment projects. Therefore, in order to avail such benefit, certain projects were submitted for approval before the appropriate authority in the Ministry of Finance. In response to the proposal, the approval of the competent authority was conveyed through communication dated 21.08.2023 to the Principal Secretary to the Govt. of Mizoram, Finance Department stating that approval was given for capital expenditure on capital projects under the Scheme, 2023 – 2024 for an amount of Rs. 294.55 crores. As a result, the PWD issued the invitation for bids in the form of a restricted tender viz; Restricted Tender No. 4 of 2023 – 2024 and following which, the petitioners were selected for their respective construction work provided in the Letter of Acceptance. The Letter of Acceptance were all issued to the petitioners on 04.10.2023. However, General Election to Mizoram Legislative Assembly, 2023 was announced on 13.10.2023 and the MCC accordingly came to be announced. The counting of votes happened on 05.12.2023 and the results were accordingly declared. It was thereafter that an agreement was signed between the contractor and the employer in so far as the petitioners are concerned either on 05.12.2023 or 06.12.2023, except for the petitioner in WP(C) No. 32/2024, in whose case, the agreement was signed on 05.10.2023.

17. It is the case of the State respondents that on account of MCC, delay in the implementation and execution of the work became inevitable and having regard to the financial status of the State while keeping in mind the procedure and guidelines for the release of the 2nd installment under the SASCI Scheme, 2023 – 2024, a decision was taken by the State Government for identifying, prioritizing and selecting works under the approved project in view of the decision of the new Government to observer a Year of Consolidation. All the SASCI implementation departments were accordingly advised to re-examine the approved projects under Part – I. Such instructions were issued through the impugned Office Memorandum dated 15.02.2024, which thereafter resulted in the issuance of the impugned order dated 27.03.2024 in respect of the PWD.

18. The learned Senior Counsel for the petitioners has strenuously argued that the impugned Office Memorandum and the impugned order are not sustainable in law in view of the fact that the same has led to violation of the rights of the petitioners guaranteed under Article 14, 19 & 300A of the Constitution of India. Further, by causing delay in the release of the fund to the SASCI implementing departments, including the State Public Works Department, the State respondents themselves have violated the guidelines of the Scheme of SASCI, 2023 – 2024 and therefore, they are liable to be directed to arrange for completion of the construction work that was allotted to the petitioners from its own resources. In this regard, it may be seen that the Apex Court in the case of *Jagdish Mandal* (supra), in the given facts of that case held that judicial review of administrative action is intended to prevent arbitrariness, irrationality, unreasonableness, biasedness and malafides. That the power of judicial review will not be invoked to protect private interest at the cost of the public interest or to decide contractual disputes. The tenderer or contractor with a grievance can always seek damages in civil court. Therefore, a court before interfering in tender or contractual matters in exercise of its power of judicial review, should pose to itself the following questions:-

(i) Whether the process adopted or decision made by the authority is malafide or intended to favor someone; or whether the process adopted or decision made is so arbitrary and irrational that the court can say: "the decision is such that no responsible authority acting reasonably and in accordance with relevant law could have reached";

(ii) Whether public interest is affected.

If the answers are in the negative, there should be no interference under Article 226.

19. Coming to the present case, it may be seen that the reason for issuance of the impugned order dated 27.03.2024, scaling down the earlier expenditure sanctioned to a certain amount is not only in respect of the petitioners but to all other works as can be seen from the impugned order itself. The reason for scaling down the expenditure sanction is on account of the delay in the implementation and examination of the projects approved under the 1st installment issued under SASCI Scheme, 2023 – 2024 Part – I. The reasons for the delay as indicated in the impugned Office Memorandum dated 15.02.2024 is on account of the enforcement of the MCC at the relevant time. Therefore, it was decided that all the SASCI implementing departments should re-examine the approved projects and ensure its implementation within the received and reduced amount of fund.

20. The Apex Court in *Empire Jute Company Limited & Others* (supra) in the given facts and circumstances of that case held that the power of judicial review in the superior courts undoubtedly has wide amplitude but the same should not be exercised when there exist an arbitration clause. In that case, the Division Bench of the High Court took recourse to the arbitration agreement in regard to one part of the dispute but proceed to determine the other part itself. The Apex Court therefore held that the dispute between the parties ought to have been referred entirely for arbitration instead of determination of one part by the High Court.

21. In the present case as well, the agreement signed between the contractor and the employer includes amongst others, Conditions of Contract: General and Special. While condition of contract also provides a clause for disputes by which dispute review expert is to be appointed, if a situation arises, the special conditions of contract also includes a clause for arbitration in the manner prescribed therein. Therefore, having regard to the Apex Court decision as referred to herein above under the given circumstances, the petitioners ought to have exercised the option of arbitration. It may also be seen that even in a dispute relating to interpretation of terms and conditions of a contract, the same is a matter for adjudication by a civil court or in an arbitration, which is provided in the contract. Such was the observation and decision of the Apex Court in *Kerala State Electricity Board & Another* (supra).

22. The Apex Court in *Tata Cellular* (supra) held that the modern trend points to judicial restraint in administrative action. That court does not sit as a court of appeal but merely reviews the manner in which the decision was made. Further, the State's decision/action must be in consonance with Article 14 of the Constitution of India. The said decision no doubt on facts was in relation to the award of contract and the government's freedom to offer or decline giving of a contract but the principles enunciated would squarely apply to the instant case. In the absence of any arbitrariness singling out the petitioners/contractors alone, it cannot be said that there has been violation of Article 14 of the Constitution of India. Therefore, the case of the petitioners having not come under the exception curved out in the case of *Harbanslal Sahnia & Another* (supra), which was later relied upon in *M.P State Agro Industries Development Corpn. Ltd & Another* (supra), the said authorities do not come to their aid. The case of *Union of India & Others v. Tantia Construction Private Limited* (supra) relied upon by the learned Senior Counsel is also distinguishable in view of the fact that the respondents in that case wanted to complete the works only in respect of what was initially offered and not what was later on added. Therefore, the said decision is not similar on the facts and is not found to be applicable to the case at hand.

23. Thus, upon due consideration of the case in its entirety, I do not find it to be a fit case for entertaining the writ petitions under the extra-ordinary jurisdiction of this Court conferred by Article 226 of the Constitution of India and therefore, the writ petitions are dismissed by leaving the parties to bear their own cost. However, notwithstanding the dismissal of the writ petitions, the petitioners would be at liberty to seek for remedies either by way of arbitration or by claiming damages in a civil court.

JUDGE

Comparing Assistant