

IN THE HIGH COURT OF MADHYA PRADESH

AT GWALIOR

BEFORE

HON'BLE SHRI JUSTICE AMIT SETH

ON THE 5th OF AUGUST, 2025

WRIT PETITION No. 3505 of 2012

M/S BINDAL BROTHERS

Versus

STATE OF M.P

Appearance:

Shri Prashant Sharma - Advocate for the petitioners.

Shri Man Singh Jadon - Govt. Advocate for respondents No.
1 and 2.

Shri Ashwini Johri - Advocate for respondent No.3.

ORDER

The petitioners have filed the instant writ petition under Article 226 of the Constitution of India claiming the following reliefs:

“i. Respondents may kindly be directed to release the amount with interest @ 18% p.a. to the petitioners.

ii. Respondents may kindly be directed to pay the cost of Rs.10,000/- to the petitioners.”

iii. Any other relief which this Hon'ble Court deems fit in the facts and circumstances of the case same may kindly be granted to the petitioners.”

2. It is the case of the petitioners that they have supplied

certain articles to the respondent No.3-Janpad Panchayat Kolaras in the performance of group marriages organized under the scheme of Mukhyamantri Kanyadan Yojana in the year 2008. However, the payment of the articles/goods supplied was not made by the respondent No.3 and therefore, the instant writ petition has been filed seeking the relief as stated hereinabove.

3. The counsel appearing for the petitioners by referring to the proceedings drawn in the notesheet dated 24.09.2008 (Annexure P/7) contends that the goods supplied by the petitioners was accepted by the respondent No.3 and decision was taken for making payment of total sum of Rs.4,60,275/- in the following manner.

1.बिन्दल ब्रॉस कोलसस रशि	2,40,000/-रुपये
2.दीप ज्योति जेक्स कोलसस रशि	1,28,000/-रुपये
3.क्लफ्ट सवि सेट,कोलसस रशि	43,275/-रुपये
4. गुप्त विमान स्टेर, कोलसस रशि	4,900/-रुपये
.....	
	कुलयोग 4,60,275/- रुपये
.....	

However, no payment was made to the petitioners.

4. Learned counsel appearing for the petitioners has relied upon certain quotations placed on record (Annexure P/5) wherein, the rates of the articles/goods have been quoted to contend that pursuant to the said quotation the supply was made by the petitioners but still the payment was not made.

5. On the other hand, the learned counsel appearing for the respondent No.3 by referring to pleadings contained in para 1, para 2 and para 12 of their return submits that they have categorically and specifically denied the supply of any

goods/articles by the petitioners to the respondent No.3. He further submits that the proceedings drawn in the notesheet dated 24.09.2008 does not confer any enforceable right in favour of the petitioners to claim payments as the said notesheet does not has approval of the competent authority. Accordingly, a specific stand has been taken by the respondent No.3 that no supply of any goods whatsoever has been made by the petitioners to them.

6. The learned counsel appearing for the petitioners submits that the stand which is now being taken by the respondents in the return is not in conformity with the notesheet (Annexure P/7) and therefore, the same deserves to be rejected.

7. Heard learned counsel for the parties and perused the material available on record.

8. Records indicate that the return in the matter was filed in the month of November, 2012 taking a specific stand that no supply of goods have been made by the petitioners. No rejoinder to the return has been filed by the petitioners till date. In the absence of any rejoinder, there is nothing on record to conclude that the averments made in the return filed by the respondent No.3 are incorrect. Moreover, the payment of alleged supply made by the petitioners is of the nature of recovery of contractual dues which are disputed by the respondent No.3. It is fairly well settled in law that disputed questions of facts cannot be decided merely by exchange of affidavits under writ jurisdiction. The Division Bench of this Court vide order dated 24.03.2022 passed in W.P. No.21636/2021 (M/s Choudhary Associates Engineers and Contractor vs. Union of India and anr., order dated 31.01.2022 passed in W.P. No.1991/2022 (M/s Trading Engineers vs. Central

Public Work Department and Anr.) has been pleased to hold that a writ court cannot be converted into the court of recovery of money for the petitioners arising out of contractual dispute between the parties.

9. In view of above, this Court is not inclined to entertain the instant writ petition and therefore, the same stands dismissed. However, liberty is reserved in favour of the petitioners to seek such remedy as may be permissible under law for the ventilation of their grievance.

10. With the aforesaid, the instant writ petition stands dismissed.

(AMIT SETH)
JUDGE

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