

IN THE HIGH COURT OF ANDHRA PRADESH: AMARAVATI

WRIT PETITION NO: 27799 of 2025

KOTA VENKATA NARAYANA, S/O VENKATESWARARAO, AGE 53 YEARS, OCC CONTRACTOR, R/O. 3-97, VELADIKOTHAPALEM, CHANDRALAPADU MANDAL, KRISHNA DISTRICT.

... Petitioner

Versus

THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY, PANCHAYAT RAJ DEPARTMENT, SECRETARIAT, VELAGAPUDI, AMARAVATHI GUNTUR DISTRICT AND OTHERS

... Respondents

DATE OF ORDER PRONOUNCED : **24.02.2026**

SUBMITTED FOR APPROVAL:

HONOURABLE SRI JUSTICE SUBBA REDDY SATTI

1. Whether Reporters of Local Newspapers may be allowed to see the order? : Yes/No
2. Whether the copy of order may be marked to Law Reporters/Journals? : Yes/No
3. Whether His Lordship wish to see the fair copy of the order? : Yes/No

SUBBA REDDY SATTI, J

*** HONOURABLE SRI JUSTICE SUBBA REDDY SATTI**

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KOTA VENKATA NARAYANA, S/O VENKATESWARARAO, AGE 53 YEARS, OCC CONTRACTOR, R/O. 3-97, VELADIKOTHAPALEM, CHANDRALAPADU MANDAL, KRISHNA DISTRICT.

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... Respondents

! Counsel for Petitioner : Sri D.V. Sasidhar
learned counsel

^ Counsel for Respondents : Sri P. Rajesh, learned Assistant Government Pleader for Panchayat Raj and Finance Department and Sri Chaitanya, learned counsel representing Sri Y. Koteswara Rao, learned standing counsel

< Gist :

> Head Note :

? Cases referred :

- 1) 1973 (1) SCC 163
- 2) [History of English Law — W.S. Holdsworth — Seventh Edn., Vol. 1, p. 252-54]
- 3) (1996) 1 SCC 345
- 4) AIR 1954 SC 282
- 5) (1971) 2 SCC 236
- 6) (1977) 3 SCC 457
- 7) 1996 (6) SCC 22
- 8) 2002 (1) SCC 216
- 9) (2004) 3 SCC 553
- 10) (2015) 7 SCC 728
- 11) (2019) 16 SCC 794
- 12) 2025 SCC online SC 1400

This Court made the following:

APHC010538332025



**IN THE HIGH COURT OF ANDHRA PRADESH
AT AMARAVATI
(Special Original Jurisdiction)**

[3331]

TUESDAY, THE TWENTY FOURTH DAY OF FEBRUARY
TWO THOUSAND AND TWENTY SIX

PRESENT

THE HONOURABLE SRI JUSTICE SUBBA REDDY SATTI

WRIT PETITION NO: 27799/2025

Between:

1. KOTA VENKATA NARAYANA, S/O VENKATESWARARAO, AGE 53 YEARS, OCC CONTRACTOR, R/O. 3-97, VELADIKOTHAPALEM, CHANDRALAPADU MANDAL, KRISHNA DISTRICT.

...PETITIONER

AND

1. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY, PANCHAYAT RAJ DEPARTMENT, SECRETARIAT, VELAGAPUDI, AMARAVATHI GUNTUR DISTRICT.

2. THE STATE OF ANDHRA PRADESH, REP. BY ITS PRINCIPAL SECRETARY, FINANCE PLANNING DEPARTMENT, SECRETARIAT, VELAGAPUDI, AMARAVATHI, GUNTUR DISTRICT. 3.

3. THE DISTRICT COLLECTOR, VIJAYAWADA, NTR DISTRICT 4.

4. THE COMMISSIONER, PANCHAYAT RAJ AND RURAL DEVELOPMENT DEPARTMENT PVS ICON, TADEPALLI GUNTUR DISTRICT 5.

house to Ravuri Harish babu (Bit-1) in Muppalla(V) Construction of CC Drain from Popuri house to Ravuri Harish babu (Bit-2) in Muppalla (V) Construction of CC Drain from Alii Parameswara Rao house to Anganwadi building (Bit-1) in Muppalla (V) Construction of CC Drain from Alii Parameswara Rao house to Anganwadi building (Bit-2) in Muppalla (V) Construction of CC Drain from Ourangabad Veeraiah house to Talupula Kasaiah house (Bit-1) in Muppalla 1.51 10. 2.00 11. 1.38 12. 2.00 13. 1.00 14. 2.00 15. 1.62 16. 2.00 (V) 17. Construction of CC Drain from Ourangabad Veeraiah house to Talupula Kasaiah house (Bit-2) in Muppalla 1.83 (V) 18. Construction of CC Drain from Rachabandia Kanakarao house to Baluguri Pothuraju house (Bit-1) in Muppalla (V) Construction of CC Drain from Rachabandia Kanakarao house to Baluguri Pothuraju house (Bit-2) in Muppalla (V) 2.00 19. 2.00 Total 35.03 in Muppala Village, Chandralapadu Mandal, NTR District to the tune of Rs. 31,18,844/- (Rupees Thirty One Lakhs Eighteen Thousand Eight Hundred and Forty Four only) as bad, illegal, arbitrary and violative of Articles 14, 19(1)(g) and 21 of the Constitution of India and consequently direct the respondents to forthwith release the payments due to the petitioner the tune of Rs. 31,18,844/- (Rupees Thirty One Lakhs Eighteen Thousand Eight Hundred and Forty Four only) along with interest from the date of entry in M-Books and pass

IA NO: 1 OF 2025

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to direct the respondents to forthwith release the payment for the works executed by the petitioner in relation to the aforesaid works to the tune of Rs.31,18,844/- (Rupees Thirty One Lakhs Eighteen Thousand Eight Hundred and Forty Four only) and pass

Counsel for the Petitioner:

1.D V SASIDHAR

Counsel for the Respondent(S):

1.GP FOR PANCHAYAT RAJ RURAL DEV

2.Yarraguntla.Koteswara Rao,Standing Counsel For Zilla Praja

Parishads, Mandal Praja Parishads and Gra

3. GP FOR FINANCE PLANNING

The Court made the following:

ORDER

The above writ petition was filed to declare the action of the respondents in not releasing an amount of Rs.31,18,844/- payable to the petitioner in relation to the works done by him i.e. 'Construction of CC Drains in Muppala village, Chandralapadu Mandal, NTR District', as illegal and arbitrary.

2. Heard Sri D.V.Sasidhar, learned counsel for the petitioner, Sri P. Rajesh, learned Assistant Government Pleader for Panchayat Raj and Finance Department, for respondents 1 to 5, 8 and 9, and Sri Chaitanya, learned counsel representing Sri Y. Koteswara Rao, learned standing counsel for respondents 6.

3. The Panchayat Secretary of respondent No.6-Gram Panchayat entrusted different works to the petitioner, a member of the Works Committee, Muppala Village. Though the orders were dated 20.02.2024, 19 different orders were issued for distinct works and entrusted to the petitioner. All the works, as seen from the orders/agreements, relate to the construction of C.C. drains in Muppalla Village. In the orders-Ex.P1, it was noted as follows:

"Hence, after careful consideration of the proposals received and in the light of Guide lines received in following works sanctioned under **15th Finance funds of Grama Panchayat, Muppalla is hereby entrusted to Sri Kota Venkata Narayana, Member, Works Committee, Muppalla.**"

4. Thereafter, separate agreements were entered into, and the petitioner, the Panchayat Secretary and Sarpanch of respondent No.6, signed the said agreements. The copies of the agreements are filed as Ex.P4. As seen from the averments of the writ affidavit, the petitioner completed the work. In fact, as seen from Ex.P2, the Sarpanch of Gram Panchayat issued the proceedings, whereby the bill was passed to pay the amount in respect of each of the works. However, the amount was not paid, and hence, the petitioner filed the above writ petition.

5. The writ petition was listed on 09.10.2025 and adjourned at the request of learned counsel for the respondents, enabling them to get instructions.

6. Today, when the matter is taken up, Sri Y. Koteswara Rao, learned standing counsel, submitted the written instructions of Panchayat Secretary of respondent No.6. In the instructions, it was noted as follows:

“Pursuant to the filing of the writ petition, the issue was brought to the notice of the **Pay and Accounts Office, Vijayawada** and the **technical problem has since been rectified**. At present, the petitioner’s bills have been **successfully forwarded from the Gram Panchayat login to the PAO through CFMS** with few remarks the bills are Returned from PAO login hence Remarks has been updated measurement books in bill payments and are **under processing at the approval stage** (ready to send) bill processing dates from 17th to month ending in every month. The relevant bill numbers are enclosed.

Upon approval by the Pay and Accounts Office, the **bill amounts will be directly credited to the petitioner’s bank account**. The bill will be processed within three months, and the bill amount will be directly credited to the vendor’s account.”

7. Thus, as seen from the written instructions of Panchayat Secretary coupled with Ex.P2-proceedings issued by the Gram Panchayat, the petitioner completed the works in pursuance of Ex.P1-orders and Ex.P4-agreements and is entitled to the amount of Rs.29,58,648/-, after statutory deductions.

8. Learned counsel for the petitioner endorses the same.

9. Of late, several writ petitions are being instituted seeking a writ of Mandamus to direct the State and its authorities to release the amount in respect of the works, be it a statutory contract or non-statutory contracts, executed by the contractors. Those writ petitions are disposed of either by this court or other coordinate benches, directing the State and its authorities to pay or release the admitted amounts.

10. It is pertinent to mention here that in several writ petitions, including the present one, the petitioners, be it individuals or companies or proprietary concerns, are filing a single writ petition by paying the court fee of Rs.100/- in respect of different works executed under different agreements, though the cause of action is distinct. In this case at hand, the petitioner filed the above writ petition seeking a direction to the respondent authorities to release payment in relation to 19 different works, entrusted to the petitioner under different agreements, by paying the court fee of Rs.100/-.

11. Since the issue regarding the maintainability of one writ petition in respect of multiple agreements by paying the court fee of Rs.100/- by treating all the agreements as one, and the said aspect is attached with general importance, this court intends to deliberate on these aspects in the present writ petition.

12. **Whether the Court Fee of Rs.100/- paid by the petitioner for 19 works under different agreements is legally permissible?**

13. To answer the point, let this court, in the first instance, explore the background of the court fee and its evaluation.

14. The Constitution Bench of the apex Court in **Secretary to the Government of Madras, Home Department and another vs. Zenith Lamp and Electrical Limited**¹, considered the court fee and its evolution and observed as follows:

According to Holdsworth² the Judges, from the first, were paid salaries by the Crown, which, in the course of years, were increased. “But from the earliest times, the salaries of the Judges had not formed their only source of income. Though they did not hold their offices as their freeholds, though they could be dismissed by the Crown, they nevertheless drew a considerable part of their income from fees”. “When the income of the Judges from fees was taken away in 1826, their salaries were raised from £2400 a year to £5500.”

As far as the officials of the courts were concerned “the earliest information which we get about the officials of the courts of common law shows that they were paid almost entirely by fees. In fact it would be true to say that the official staff of all the central courts (except the Lord Chancellor and the Judges) was almost entirely self-supporting”. “But probably the largest part of the remuneration of the official staff of the courts came from fees in

¹ 1973 (1) SCC 163

² [History of English Law — W.S. Holdsworth — Seventh Edn., Vol. 1, p. 252-54]

connection with the very numerous acts that must be done to set and keep in motion the complicated machinery of the courts, from the issue of the original writ to the execution of final judgment” (Holdsworth, p. 256)

In India according to the Fifth Report on East India Affairs, Vol. 1 (1812) chapter “the civil courts of justice”, “the chouthay or fourth part of the value of property recovered in a Court of judicature seems to be considered in most parts of the Indian Peninsula as the compensation or fee due to the ruling power for the administration of justice”. This was abolished on the accession of the British power to the Government of Bengal, and in lieu of it, the introduction of a small percentage on the institution of a suit has been noticed.

In the preamble to Bengal Regulation 6 of 1797, the object is stated to be to discourage litigations, complaints and the filing of superfluous exhibits and the summoning of unnecessary witnesses on the trial of suits and also to provide for deficiency which would be occasioned in the public revenue by abolition of the police tax as well as to add eventually public resources, without burdening individuals. The same object of discouraging litigation is stated in clause 1 of the Bombay Regulation 8 of 1802.

In the Statement of Objects and Reasons for the Court Fees Bill, 1869, it is stated that “the experience gained of their (stamp fees) working during the two years in which they have been in force, seems to be conclusive as to their repressive effect on the general litigation of the country”. “It is, therefore, thought expedient to make a general reduction in the rates now chargeable on the institution of civil suits, and to revert to the principle of a maximum fee which obtained under the former law.”

15. Three-judge bench in the ***State of Madras v. P.R. Sriramulu***³, considered the scope and object of the payment of the court fee and observed at para 6 and 7 as follows:

6. Before we embark upon the points in controversy and respective contentions relating thereto we may briefly trace the history with regard to the levy of court fees in this country on the litigating parties. Before the advent of British rule in India the administration of justice was considered to be the basic function of the State as guardian of the people without the levy of any charge on the party approaching the court for redress of its grievance. As far as the memory goes during the Moghul rule and the period prior to that, there was no fee payable even on administration of civil justice and the administration of justice was totally free. It was only after the British rule that regulations imposing court fees were brought into existence. In the beginning the imposition of the fee was nominal but in the course of time it was enhanced gradually under the impression that it would prevent the institution of frivolous and groundless litigation and as an effective deterrent to the abuse of process of the court without causing any impediment in the institution of just claims. However insignificant this view may be that the levy of fees would have a tendency to put a restraint on frivolous litigation, that view at any rate had the merit of seeking to achieve a purpose which was believed to have some relevance to the administration of justice. Since about past two decades the levy of court fees on higher scales would seem to find its justification, not in any purpose related to the sound administration of justice, but in the need of the State Government for revenue as a means for recompense. It may be seen that the Central Court Fees Act of 1870 fixed, what may be described in view of subsequent

³ (1996) 1 SCC 345

happenings, a moderate scale of court fees. But the fact may not be lost sight of that after the enactment of the Court Fees Act, 1870 the financial needs of the State Governments have multiplied to a much larger extent. Consequently, most of the States have enacted their own Court Fees Acts or have amended the original Acts themselves beyond recognition and thereby have increased the scale of fees to a level which has given rise to the feeling that it is no longer a fee but a heavy tax on the litigants.

7. It cannot be disputed that the administration of justice is one of the main functions of the State. It is also a fact that the functions of the State in modern times have become too extensive, encompassing a large area of activity. Now the State has not only to maintain a system of administration of justice for the maintenance of law and order, but it has also to provide a system to enable its citizens to canvass their rights against wrongs done to them as well as to the State itself, statutory bodies and government corporations, they being now the largest litigants by reason of the growing tendency of all the States to project themselves into various social, economic and industrial spheres of the society, which during pre-independence days, was a rare phenomenon. It is for all these reasons that the States came forward to levy fee by legislative amendments in order to cover up the expenses towards the pay, allowances and pensions of Judicial Officers and establishment staff, their residential accommodations, court buildings, repairs and maintenance thereof as well as provision for transport, libraries and stationery, besides other expenses under various heads and machinery engaged and employed for the administration of justice.

16. Later, the Suits Valuation Act, 1887, and the Court Fee Act 1880, were promulgated and in force till the Andhra Pradesh Court-Fees and Suit Valuation Act, 1956 came into force.

17. The Andhra Pradesh Court-Fees and Suit Valuation Act, 1956 (Act VII of 1956) (for short 'APCF and SV Act') received the assent of the President on 16.03.1956 and was published in the Andhra Gazette Part IV B (Ext) dated 22.03.1956. Chapter IV of the APCF and SV Act prescribes the computation of fees for different suits, and Section 19 of the said Act sets out how the fee is to be computed. As per Section 19 of the Act, the fee payable under the Act shall be computed in accordance with the provisions of Chapters VI and VIII and Schedules I and II.

18. Chapter VI deals with probates, letters of administration and certificates of administration. Chapter VIII deals with miscellaneous. The computation of the fee in respect of writ petitions has not been prescribed either in Chapter IV or VI or VIII.

19. Schedule I of the Act delineates an *ad valorem* fee, and Schedule II prescribes a fixed Court Fee. Schedule-II Article 11 (S) of the APCF and SV Act prescribes the court fee in respect of the issue in the writ petition, which is apt, is extracted hereunder:

“Petition to the High Court under Article 226 of the Constitution for a writ other than the writ of Habeas Corpus or a petition under Article 227 of the Constitution. The Court Fee payable, as per column No.3, is Rs.100/-.

20. Thus, a conspectus of the provisions of the Act and the expressions of the Apex Court, in the considered opinion of this court, the purpose of the APCF and SV Act is to facilitate the collection of a Court Fee from the litigant public in the Court and Public Offices, for the

administration of justice. A fee may be charged for the privilege or benefit offered or service rendered to meet the expenses connected therewith. Thus, the fee is nothing but payment for some special privilege granted and service rendered.

21. At this juncture, let this court consider the Writ Proceeding Rules and their relevance. The Writ Proceedings Rules 1977 (for short 'the Rules') framed by virtue of Article 225 of the Constitution of India to regulate the proceedings under Article 226 of the Constitution of India, do not indicate the fee payable in a writ petition. Rule 4-A incorporated by ROC No.92/SO/86 dated 19.03.1986, published in R.S. to Part II A.P. Gazette No.8, dated 10.04.1986, throws some light regarding the fee payable, which reads as follows:

“Two or more persons raising common questions of law or persons having a common cause of action may join in a single writ petition paying a single set of Court Fees.”

22. No specific fee is prescribed under the Writ proceedings Rules. Court fee in respect of Writ Petitions is prescribed in the APCF and SV Act, as mentioned supra. A conjoint reading of Article 11(S) of the APCF and SV Act read with Rule 4-A of the Rules, the Court Fee prescribed in a petition to the High Court under Article 226 of the Constitution of India, other than a Writ of Habeas Corpus or a petition under Article 227 of the Constitution of India, is Rs.100/-.

Whether the Court Fee paid is a Fee or a Tax?

23. The answer to the question is no longer res integra. In fact, the issue was settled by the Privy Council and the Apex Court. A court fee

paid cannot be termed as a Tax. A tax is a compulsory extraction of money from the public, whereas a fee is a charge for special service or benefit rendered.

24. The classic distinction between a tax and a fee was highlighted by the Privy Council in **Commissioner, Hindu Religious Endowments v. Sri Lakshmindra Thirtha Swamiar of Shirur Mutt**⁴ and consistently followed thereafter. A tax was described as a compulsory exaction of money by public authority for public purposes, not in return for any specific service, whereas a fee was understood as a charge for a special service or benefit rendered to individuals by a governmental agency, the amount of the fee being broadly related to the expenses incurred in rendering such service.

25. The Hon'ble Supreme Court in **Indian Mica and Micanite Industries Ltd. v. State of Bihar**⁵ held that before any levy can be upheld as a fee, there must be a reasonable correlation between the levy and the services rendered by the State, though an exact or arithmetical co-relation is not required. The levy must operate as a quid pro quo in a general sense for the administration of civil justice and cannot be used as a means of augmenting the general revenues of the State.

26. In **Zenith Lamp's case** the Apex Court explained that "fees taken in court" are a distinct category recognised by the Constitution while levying such fees, the legislature is entitled to take into account factors like the value of the subject-matter, the nature of the proceedings and the overall cost of maintaining the system of administration of justice, but it is not

⁴ AIR 1954 SC 282

⁵ (1971) 2 SCC 236

competent to tax litigation to make litigants contribute to general public purposes such as road building or education. The fees collected must bear a broad relationship to the cost of administering civil justice and cannot be imposed with a view to securing a profit or surplus for the State.

27. Thus, a conspectus of the judgments referred to supra, the fee prescribed under the APCF and SV Act is only a fee, but not a tax. As seen from the judicial precedents to secure revenue for the benefit of the State, the APCF and SV Act was enacted.

Maintainability of writ petition in contractual matters

28. In the present-day scenario, the litigants are approaching the High Court and filing writ petitions under Article 226 of the Constitution of India, seeking reliefs beyond the enforcement of fundamental rights in Part III of the Constitution of India and the Constitutional Right under Article 300-A etc., to enforce the contractual rights and to release or payment of the amount out of the said contract.

29. The law on maintainability of writ petitions in matters arising out of contracts with the State has undergone a distinct evolution. In ***Radhakrishna Agarwal v. State of Bihar***⁶, the Hon'ble Supreme Court drew a distinction between the exercise of statutory powers at the threshold of a contract and disputes arising in the course of performance, and held that, in the latter category, a writ petition would ordinarily not lie and the parties must work out their remedies in the civil court or in accordance with the contract. This approach was reiterated in decisions

⁶ (1977) 3 SCC 457

such as ***State of U.P. and Ors v. Bridge & Roof Co. (India) Ltd.***⁷, ***State of Bihar and Ors v. Jain Plastics & Chemicals Ltd.***⁸, where it was emphasised that the writ court is not a forum for the enforcement of pure money claims or for specific performance of contractual obligations, particularly when alternative remedies, including arbitration, are available.

30. The apparent conflict between this issue was again dealt with in ***ABL International Ltd. v. Export Credit Guarantee Corporation of India Ltd.***⁹, wherein the Hon'ble Supreme Court, held that in an appropriate case a writ petition as against the State or its instrumentality, arising out of a contractual obligation, is maintainable and that the mere existence of disputed questions of fact is not, by itself, a ground to refuse to entertain a writ petition in all cases. At the same time, the Court underscored that the power under Article 226 is discretionary and would ordinarily not be exercised where an effective alternative remedy is available, unless the action of the State is arbitrary, unreasonable or otherwise violative of constitutional mandates.

31. In ***Joshi Technologies International Inc. v. Union of India***¹⁰, The Apex Court reaffirmed the principles in ***ABL International case*** and cautioned that writ jurisdiction in commercial contractual matters must be exercised sparingly and in exceptional situations. At the same time, it was reiterated that where the State's conduct in contractual matters is arbitrary, unfair or patently unreasonable to offend Article 14, a writ petition would be maintainable.

⁷ 1996 (6) SCC 22

⁸ 2002 (1) SCC 216

⁹ (2004) 3 SCC 553

¹⁰ (2015) 7 SCC 728

32. The Hon'ble Apex Court in **Surya Constructions v. State of Uttar Pradesh and Others**¹¹, in Para Nos.3 & 4, has observed as follows:

“3. It is clear, therefore, from the aforesaid order dated 22-3-2014 that there is no dispute as to the amount that has to be paid to the appellant. Despite this, when the appellant knocked at the doors of the High Court in a writ petition being Writ Civil No. 25216 of 2014, the impugned judgment dated 2-5-2014 [Surya Construction v. State of U.P., 2014 SCC OnLine All 6071] dismissed the writ petition stating that disputed questions of fact arise and that the amount due arises out of a contract. We are afraid the High Court was wholly incorrect inasmuch as there was no disputed question of fact. On the contrary, the amount payable to the appellant is wholly undisputed. Equally, it is well settled that where the State behaves arbitrarily, even in the realm of contract, the High Court could interfere under Article 226 of the Constitution of India (ABL International Ltd. v. Export Credit Guarantee Corpn. of India Ltd. [ABL International Ltd. v. Export Credit Guarantee Corpn. of India Ltd., (2004) 3 SCC 553])

4. This being the case and the work having been completed long back in 2009, we direct Uttar Pradesh Jal Nigam to make the necessary payment within a period of four weeks from today. Given the long period of delay, interest @ 6% p.a. may also be awarded.”

33. In **M/s Utkal Highways Engineers and Contractors v. Chief General Manager & Ors**¹², it was held at Para No.8 as under:

“Be that as it may, the High court has not dealt with the merits of the writ petition. Moreover, it is not an inviolable rule that no money claim can be adjudicated upon in exercise of writ jurisdiction. Non-payment of admitted

¹¹ (2019) 16 SCC 794

¹² 2025 SCC online SC 1400

dues, inter alia, may be considered an arbitrary action on the part of respondents and for claiming the same, a writ petition may lie. Further, throwing a writ petition on ground of availability of alternative remedy after 10 years, particularly, when parties have exchanged their affidavits, is not the correct course unless there are disputed questions of fact which by their very nature cannot be adjudicated upon without recording formal evidence.”

34. A conspectus of the pronouncements by the Apex Court manifests the evaluation of law vis-à-vis maintainability of writ petition even in contractual matters. Barring disputed questions of fact, where it requires evidence to let in, writ petitions under Article 226 of the Constitution of India are maintainable even in contractual matters. The judgments of the Apex Court, being the law of the land, this court must follow them and infact binding on this court under Article 141 of the Constitution of India. Thus, this Court concludes that the Writ petition is maintainable and there is no absolute barrier to maintain a writ petition in contractual matters. However, the writ court will usually refuse to interfere in cases involving pure contractual interpretation, disputed facts or where a more effective remedy is available. It will only intervene if the state or its agents, while acting within the contractual sphere, have acted arbitrarily or unreasonably.

35. In the case at hand, the petitioner filed the writ petition seeking directions to the Government to release the funds relating to the works done by him. As noted, supra, the petitioner was entrusted with 19 works under different agreements, and the cause of action is distinct.

36. Whether the payment of the Court Fee of Rs.100/- is adequate when the writ petition is filed seeking to release the amount based on different agreements, and the cause of action is distinct?

37. To analyse this issue, it is relevant and apt to consider Sec 6 of the APCF and SV Act. Section 6 of the APCF and SV Act prescribes the Court Fee for multifarious suits. Section 6(3), which is relevant, is extracted herewith:

(3)(a) Where a suit is based on two or more distinct and different causes of action and separate reliefs are sought in respect thereof, either alternatively or cumulatively, the plaint shall be chargeable with the aggregate amount of the fees that would be chargeable on the plaints under this Act if separate suits were instituted in respect of the several causes of action.

Provided that, where the cause of action in respect of reliefs claimed alternatively against the same person arise out of the same transaction, the plaint shall be chargeable only with the highest of the fees chargeable on them.

(b) ----

38. Thus, a bare reading of the section extracted supra, where a suit is filed based on two or more different and distinct causes of action and separate reliefs, one must pay the aggregate court fee payable in case of filing separate suits. Of course, there is no specific provision in the APCF and SV Act in relation to the writ petitions to meet the contingency (filed on different causes of action and distinct agreements) except Schedule-II Article 11(S), which prescribes a Court Fee of Rs.100/- in the writ petition.

39. In the normal course, since the agreements are separate and the cause of action is distinct, the petitioner had to file separate writ petitions in respect of 19 agreements. However, applying the rationale in Section 6(3) of the APCF and SV Act, the petitioner can maintain one writ petition, subject to payment of an aggregate treating each agreement as a separate and distinct cause of action.

40. In **Land Acquisition Officer v. Land Acquisition Officer and Special Tahsildar**¹³, while dealing with distinct subjects, it was held at paras 7 and 8:

7. I am fortified in my view by the following decisions. In *Venkatanarayana Aiyar v. State of Madras* [1953 (1) M.L.J. 231.] a number of plaintiffs joined together and instituted a single suit for declaring that an order of resumption passed by the Revenue Divisional Officer and Collector on appeal in respect of nine distinct inams in favour of distinct individuals and under nine inam title deeds was illegal and a nullity. Before the Revenue Divisional Officer nine separate applications were filed. The Revenue Divisional Officer and the Collector passed a single order in respect of the nine applications. In the circumstances, a question arose whether the suit comprised nine distinct subjects within the meaning of sec. 17 of old Court fees Act. Basheer Ahmed Sayeed J. answering the question held.

“The words “distinct subjects” used in Sec. 17, though not defined, should be interpreted to mean distinct subject matters only. If the words “distinct subjects” are to be construed as including distinct categories of subjects taking the word “subject” in a very

¹³ 1968 SCC OnLine AP 86

comprehensive sense, then the meaning of Sec. 17 would become absurd”.

8. The learned Judge held that distinct subjects used in Sec. 17 meant only distinct subject matters. The learned judge observed further that:—

“Because it is possible to avoid multiplicity of suits combining causes of action and parties without offending against the provisions of Civil Procedure Code it cannot be contended that such suits ceased to be multifarious or that they become suits on a single cause of action, or they embrace a single subject matter. The only commonality which can be postulated in the present case is that the Revenue Divisional Officer and the Collector passed a single order of resumption, as a matter of convenience. This cannot be said to have taken away the distinctness of the subjects comprised in the suit”.

41. In the case at hand, as noted supra, the petitioner has paid Rs.100/- as a Court Fee for 19 different agreements and distinct causes of action. The petitioner entered into 19 different agreements. Of course, the Gram panchayat is one. However, keeping in view the analogy in Sec 6(3) of the APCF and SV Act and the authoritative pronouncement, the Court fee paid by the petitioner is insufficient. The petitioner must make good the deficit Court Fee.

42. Instead of extracting 19 different agreements referred to supra, this court is extracting five agreements with different certificate numbers/agreement numbers, nature of work and cost allotted to the petitioner:

S.No	Certificate No.	Name of the Work	Estimated Cost
1.	IN-AP73057070739986W	Construction of CC Drain from Kavartapu Nageswara Rao house to Hindu Burial ground in Muppalla (V)	Rs. 2.00 Lakhs
2.	IN-AP73056638006214W	Construction of CC Drain from Nallani Venkateswara Rao house to R&B road (Bit-1) in Muppalla (V)	Rs. 2.00 Lakhs
3.	IN-AP73057432298587W	Construction of CC Drain from Hindu Burial ground starting to ending (Bit-1) in Muppalla (V)	Rs. 2.00 Lakhs
4.	IN-AP73057629911448W	Construction of CC Drain from Alli Parameswara Rao house to Anganwadi building (Bit-1) in Muppalla (V)	Rs. 2.00 Lakhs
5.	IN-AP73057872639282W	Construction of CC Drain from Ourangabad Veeraiah house to Talupula Kasayya house (Bit-2) in Muppalla (V)	Rs. 1.83 Lakhs

43. This court is conscious that while enforcing the fundamental rights under Part III of the Constitution of India, such rights may not be subject to earning revenue, and it may not be the dominant purpose. However, whether the right, that is guaranteed under Part III of the Constitution of India, and Article 300A of the Constitution, can be equated with a writ petition filed to enforce the contractual liabilities of the State will be debated in an appropriate writ petition. This court is also not going to the other crucial aspect, at this juncture, that the court fee payable in a writ petition to enforce the contractual rights is under Schedule I or Schedule II of the APCF and SV Act and the said issue also needs to be determined in an appropriate writ petition.

44. From the entire discussion supra, this court summed up as follows:

- a) The purpose of the enactment of APCF and SV Act is to facilitate the collection of a Court Fee from the litigant public in the Court and Public Offices, for the administration of justice. A fee that may be charged is towards the privilege or benefit offered or service rendered to meet the expenses connected therewith. To secure revenue for the benefit of the State. The fee is nothing but payment for some special privilege granted and service rendered.
- b) However, while enforcing the fundamental rights under Part III of the Constitution of India and other Constitutional Rights viz., Article 300-A, revenue generation cannot be the dominant objective and hence insistence of court fee may not be the prime criteria.
- c) The court fee prescribed under the APCF and SV Act, 1956 is only a fee, but not a tax.
- d) A writ petition under Article 226 of the Constitution of India, even in contractual matters, but for the disputed questions of fact, is maintainable.
- e) The fee payable in the writ petitions is prescribed in Schedule-II Article 11(S), at Rs.100/- as per APCF and SV Act, 1956.
- f) In writ petitions relating to contractual matters where the causes of action are different and distinct, a single writ petition is maintainable, however, subject to payment of aggregate court fee as outlined in Sec 6(3) of the APCF and SV Act, 1956.

45. Given the discussion supra, coupled with instructions furnished by the Panchayat Secretary of respondent No.6, since there is no dispute regarding the amount payable to the petitioner and the amount is admitted and undisputed the Writ Petition is disposed of directing the respondents to release an amount of Rs.29,58,648/- (Rupees Twenty Nine Lakhs Fifty Eight Thousand Six Hundred and Forty Eight only) payable to the petitioner regarding execution of the aforementioned work, within **four (04)** months from the date of receipt of the copy of this order. No order as to costs.

46. The petitioner is directed to pay the deficit Court Fee of Rs.1,800/- within seven days from the receipt of a copy of the order and file a memo before the Registry to that effect.

47. The Registrar (Judicial) shall issue a Circular, in this regard, to the Registry to insist on payment of Court Fee in a writ petitions filed by an individual or entity for recovery of money/release of money/withheld amount in relation to more than one agreement, i.e. cause of action is different and distinct, keeping in view Section 6(3) of the APCF and SV Act, 1956.

There shall be no order as to costs.

As a sequel, pending miscellaneous petitions, if any, shall stand closed.

JUSTICE SUBBA REDDY SATTI

Date: 24.02.2026
IKN