



2026:AHC-LKO:43317-DB

A.F.R.

**HIGH COURT OF JUDICATURE AT ALLAHABAD  
LUCKNOW  
WRIT - C No. - 4800 of 2026**

Janardan Singh

.....Petitioner(s)

Versus

State Of U.P. Thru. Prin. Secy. Irrigation Water Resources  
Deptt. Lko. And 4 Others

.....Respondent(s)

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Counsel for Petitioner(s) : Krishna Kumar Singh, Priya Gupta, Sandeep  
Kumar  
Counsel for Respondent(s) : C.S.C.

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**Court No. - 3**

**HON'BLE SHEKHAR B. SARAF, J.  
HON'BLE ABDHESH KUMAR CHAUDHARY, J.**

1. Heard learned counsel appearing on behalf of the parties.
2. This is a writ petition under Article 226 of the Constitution of India, wherein the writ petitioner has sought for the following substantial relief(s):-

*"(i) Issue a writ, order or direction in the nature of MANDAMUS, directing the Respondents to release the outstanding payments due to the petitioner for work completed under contracts awarded by the Flood Works Division, District Gonda, for the protection of the Charsari Embankment, along with interest, in the interest of justice."*

3. Upon perusal of the record, it is clear that the work was carried out by the petitioner during the year 2016-17, and the petitioner has allegedly been writing to the authorities seeking payment of his outstanding dues. However, there is not a single document on record whereby the State authorities have admitted and/or acknowledged their liability towards the petitioner. The petitioner has only placed on record copies of the letters written by him to the authorities over the past 10 years seeking payment of the said amount. Interestingly, the learned Additional Chief Standing Counsel appearing for the State has disputed the amount and also the correspondence sent by the petitioner.

4. In our view, the claim has now become a stale claim, as a period of more than three years has elapsed from the date on which the cause of action arose, during which the petitioner could have asserted his claim. Since there is no admission of liability on the part of the State-respondents, the period of limitation cannot be extended in any manner whatsoever. It is settled law that once the clock of limitation starts ticking, it cannot be stopped and/or extended by sending of letters/communications in a one way traffic. Such an activity cannot stretch the limitation by any period. The petitioner ought to have been vigilant of its rights and the statutory period of limitation, in that regard. (***M/S B and T AG vs. Ministry of Defence; reported in MANU/SC/0601/2023***).

5. Further, we find that the work had been completed in 2016-17 and merely belated representation dated 10.08.2022 and 25.02.2023 had been sent by the petitioner without any consequence. We hold that the reminder letter also does not extend the period of limitation in any manner. (***Secunderabad Cantonment Board vs M/S B. Ramachandraiah And Sons; reported in AIR 2021 SUPREME COURT 1391***).

6. Further, the petitioner's claim involves disputed questions of fact. As regards the question of maintainability of a writ petition under Article 226 in the case of a money claim, the same came up for consideration in several judgments before the Hon'ble Supreme Court, including in the case of ***Hindustan Petroleum Corporation Limited and others Vs. Dolly Das reported in (1999) 4 SCC 450***, wherein it was held that for invoking the writ jurisdiction, involvement of any constitutional or statutory right was essential and in the absence of a statutory right, the remedy under Article 226 could not be availed to claim any money in respect of breach of contract, tort or otherwise. It was reiterated that in absence of any constitutional or statutory rights being involved, a writ proceeding would not lie to enforce a contractual obligation even if it is sought to be enforced against the State or its authorities.

7. The said principle was also reiterated in ***Joshi Technologies International Inc. vs. Union of India and others (2015) 7 SCC 728***, wherein the Apex court after enumerating the various facets of litigation, in which writ petition would be maintainable in contractual dispute between an individual and the state, went on to also hold that if 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.

**8.** In view of the foregoing discussions, and keeping in view the facts of the case at hand, we are not inclined to exercise our extraordinary jurisdiction under Article 226 of the Constitution.

**9.** The writ petition is, accordingly, **dismissed**.

**July 6, 2026**  
Praveen

**(Abdhesh Kumar Chaudhary,J.) (Shekhar B. Saraf,J.)**