2026:AHC-LKO:60374-DB

A.F.R.
Reserved On: - August 07, 2026
Delivered On: - August 25, 2026

HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW

WRIT - C No. - 2146 of 2026

M/s Jaiswal Foods Thru. Proprietor Sudheer Jaiswal

.....Petitioner(s)

Versus

State of U.P. Thru. Addl. Chief Secy. Deptt. Basic Education Govt. Lko. and 22 others

.....Respondent(s)

Along with :
1. Writ - C No. 2151 of 2026:
M/s Jaiswal Foods Thru. Proprietor Sudheer Jaiswal
Versus
State of U.P. Thru. Addl. Chief Secy. Deptt. of Basic Edu. Lko and 22 others
2. Writ - C No. 2153 of 2026:
M/s Jaiswal Agencies Thru .Proprietor Rahul Jaiswal
Versus
State of U.P. Thru. Addl. Chief Secy. Deptt. Basic Edu. Lko. and 20 others
3. Writ - C No. 2158 of 2026:
M/s Shakuntala Devi Caterers and Stationers Thru. Proprietor Shakuntala Devi Jaiswal
Versus
State of U.P. Thru. Addl. Chief Secy. Deptt. of Basic Edu. Lko. and 12 others
4. Writ - C No. 2240 of 2026:
M/s Ganesh Caterers Thru. Proprietor Mahesh Kumar Jaiswal
Versus
State of U.P. Thru. Addl. Chief Secy. Deptt. of Basic Education Lko. and 17 others

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Counsel for Petitioner(s)	:	Raj Kr Singh Suryvanshi,
Counsel for Respondent(s)	:	C.S.C., Kumar Ayush, Sarvesh Kumar Dubey

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<u>Court No. - 3</u>

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

Abdhesh Kumar Chaudhary, J.: These writ petitions, five in number although have overlapping facts but raise similar issues and as such are being decided by this common Judgment. These writ petitions filed under Article 226 of the Constitution of India are basically directed towards release of payments for services rendered to the Respondent-Authorities and threefold identical relief(s) have been sought in these writ petitions. The first reliefs being, *(i)* a direction to the Respondent No. 3 (State Project Director, Samagra Shiksha Abhiyan, Lucknow) to sanction the necessary funds to the authority concerned, so that the said authority releases the admitted dues; second relief being, *(ii)* a direction to the Respondent No. 7 (Basic Shiksha Adhikari, Bahraich) to make payment of the admitted dues along with interest @ 18% per annum; and the third relief being, *(iii)* a direction to quash the order by virtue of which the admitted dues were reduced by the Director, Basic Education, Lucknow, allegedly ignoring the reports submitted by the District Basic Education Officer, Bahraich.

2. The first relief seems to be generic in nature, however, the last two reliefs depict different facts and figures, relating to the admitted amount by the contesting parties. Although the controversy relating to what is the admitted dues appears to be running through these petitions, wherein the petitioners have claimed a certain amount to be admitted, whereas the respondent by filing a counter-affidavit have refuted the said amount of claim and have admitted a different figure, however, the common grounds in these petitions remain that the petitioners besides the release of these admitted amount by the respondents have also sought the indulgence of this Court in quashing the said reduction in the admitted amount by the District Basic Education Officer, Bahraich.

3. At this juncture, it would be profitable to enumerate a tabular chart showing the amount, which the petitioner claims to be an *'admitted amount'* and the amount which has been admitted by the respondents in these five writ petitions, which would make the issue clearer and more visible. The chart would be as follows:

Writ Petition No.	**Petitioner (s)**	**Admitted amount claimed by the petitioner**	**Admitted amount allowed by the respondent-Authorities in the impugned order**
Writ-C 2146/2026 (2021-2022)	M/s Jaiswal Foods Prop. Sudheer Jaiswal S/o Ram Naresh Jaiswal Village- Chilwarya, Bahraich	Rs. 35,02,521/-	Rs. 14,15,896/-
Writ-C 2151/2026 (2022-2023)	M/s Jaiswal Foods Prop. Sudheer Jaiswal S/o Ram Naresh Jaiswal Village- Chilwarya, Bahraich	Rs. 50,21,525/-	Rs. 15,08,251/-
Writ-C 2153/2026	M/s Jaiswal Agencies Prop. Rahul Jaiswal S/o Hari Ram Jaiswal Village- Chilwarya, Bahraich	Rs. 12,47,450/-	Rs. 3,83,500/-
Writ-C 2158/2026	M/s Shakuntala Devi Caterers & Stationers Prop. Shakuntala Devi W/o Mahesh Kr. Jaiswal Village- Chilwarya, Bahraich	Rs. 14,99,044/-	Rs. 9,01,553/-
Writ-C 2240/2026	M/s Ganesh Caterers Prop. Mahesh Kr. Jaiswal S/o Ram Naresh Jaiswal Village- Chilwarya, Bahraich	Rs. 19,66,915/-	Rs. 4,09,870/-

4. Amongst these five writs, the *Writ-C-2146/2026 (M/s Jaiswal Foods, Through its Prop. Sudheer Jaiswal Vs State of Uttar Pradesh and Ors.)* is being construed as the leading petition and the facts mentioned therein are taken for consideration by this Court for examining the issues raised in these all writ petitions.

5. Apparently, the petitioner- M/s Jaiswal Foods, along with three other firms, namely Jaiswal Agencies, M/s Shakuntala Caterers and Stationers and M/s Ganesh Caterers, supplied food packets for BRC year wise training programmes conducted during the years 2020-2021, 2021-2022 and 2022-2023. Apparently, there were 15 Blocks in District Bahraich and 33 training programmes were conducted in each Blocks by the respective Block Education Officers, making a total of 495 training programs. It is the claim of the writ petitioners that out of the said 495 training programs, almost 445 were catered by these writ petitioners and the remaining 50 was undertaken by other firms. Thus, a common thread runs through these writ petitioners, inasmuch as, besides these writ petitioners belonging to the same family and village is that they had provided the service in the same district to the same set for the training programs.

6. The petitioner claims to be a registered caterer and it is their case that during the year 2021-22, various Block Education Officers of District Bahraich placed orders through the Government e-Marketplace (GeM) portal for supply of lunch and breakfast in connection with the aforesaid training programs. The petitioner's firm executed the supplies against the said GeM orders and submitted the corresponding bills to the concerned Block Education Officers. GeM invoices and summaries were thereafter generated in respect of the Blocks namely, Visheshwarganj, Shivpur, Mahasi, Huzoorpur, Chittaura, Risiya, Tazwapur and Pakharpur.

7. Thereafter, the District Basic Education Officer, Bahraich, prepared a summary of pending dues for the financial year 2021-22 and allegedly raised a demand with the Sarva Shiksha Abhiyan (S.S.A.) authorities. Apparently, the payment could not be processed as the Public Financial Management System (P.F.M.S.) portal limit was not issued, the Print Payment Advice (P.P.A.) either failed or could not be generated on account of closure of the portal, and the Single Nodal Account had not been opened at the relevant time. Consequently, the funds stood lapsed and resultantly, the payments could not be made.

8. Subsequently, the petitioner submitted representations to the District Basic Education Officer, Bahraich, on 13.02.2023, 13.04.2023 and 17.07.2023 relating to their non-payments and also alleging that TDS had been deducted but not deposited. Further representations were addressed to various Block Education Officers on 18.11.2023, followed by a representation to the Director General of School Education regarding the outstanding amounts on 05.04.2024.

9. On 01.05.2024, the Block Education Officer, Shivpur, wrote to the District authorities seeking funds for payment.

10. Aggrieved by the aforesaid non-payment, the petitioner in the first round of litigation filed *Writ-C No. 5335 of 2024,* before this Court seeking a direction for release of ₹35,02,521/- together with interest at 18% per annum. By order dated 12.06.2024, the writ petition was disposed of with a direction permitting the petitioner to file a fresh detailed representation before the Director, Basic Education, Uttar Pradesh, Lucknow. Consequently, the Director, Basic Education, passed the impugned order dated **15.01.2025.** In the said order, it was recorded that, on the basis of reports of the Block Education Officers, payment of ₹14,15,896/- could not be made on account of failure of P.P.A./portal closure. The District Basic Education Officer, Bahraich, was stated to have requested the Director General, School Education, for allocation of funds for the said amount. The Director observed that the training programmes had been conducted under the directions of the State Project Authorities and that the liability for payment rested with the District Basic Education Officer.

11. However, in contrast, the petitioner contend that they are entitled for the higher outstanding amount of Rs. 35,02,521/- as according to them, the said figure is justified from the reports of the Block Education Officers, as well a letter dated 29.07.2024 of the Block Education Officer, Visheshvarganj, which also supports the higher outstanding amount of ₹35,02,521/-, which was not accepted in the impugned order.

12. In the interregnum, it is relevant to be noted at this point, that in a connected matter being, *(Writ-C No. 5353 of 2024 and connected petitions)* ***Shraddha Printers Sons v. State of U.P.; (Neutral Citation No. – 2024:AHC-LKO:79549-DB)***, this Court, vide order dated 22.11.2024, directed the State Government to act upon the requisition of the Director, Basic Education, for funds within two months. In compliance thereof, funds were released and payments were made to the petitioners in those matters.

13. Subsequent to the impugned order, the District Basic Education Officer and the Finance and Accounts Officer, Bahraich, issued several communications to the Block Education Officers on 13.02.2025, 03.05.2025, 08.07.2025, 30.08.2025, 26.11.2025 and 18.12.2025 seeking updated information regarding the petitioner's dues in the context of various pending writ petitions. The District authorities were also stated to have raised a demand of ₹63,49,931/- covering liabilities of four firms including the petitioner for the year 2021-22. The petitioner submitted further representations on 14.11.2025 and 02.12.2025 before the higher authorities asserting continued non-payment of the claimed amount of ₹35,02,521/-. The petitioner has alleged that the admitted liability of ₹14,15,896/- has itself not been paid and that the higher figure of ₹35,02,521/- is supported by the reports of the Block Education Officers.

14. Therefore, being aggrieved by the aforesaid non-payment and alleged in-action on the part of the respondents, the present writ petition has been filed seeking quashing of the impugned order dated 15.01.2025 to the extent it assesses the dues at ₹14,15,896/- instead of ₹35,02,521/-, and a direction for sanction and release of the higher amount together with interest.

15. It is the submission of the learned counsel appearing for the petitioner that the impugned order dated 15.01.2025 passed by the respondent no.4, is arbitrary, non-speaking and suffers from patent non-application of mind. It has been contended that despite the existence of GeM orders, invoices, summaries and repeated reports of the District Basic Education Officer, Bahraich as well as the various Block Education Officers of the District, supporting the petitioner's claim of Rs. 35,02,521/- for the supplies made during the financial year 2021-22, the Director has arbitrarily restricted the admitted dues to a substantially reduced figure of Rs. 14,15,896/- without assigning any cogent reason for discarding the said reports.

16. Learned counsel for the petitioner has also submitted that once the competent authority itself called for reports from the District and Block Level Officers and those reports unequivocally supported the full claim of the petitioner, there was no occasion to ignore or brush aside the same. The selective acceptance of only a partial amount as admitted while rejecting the balance amount without reasons renders the order illegal and violative of the principles of natural justice as well as Article 14 of the Constitution of India. Learned counsel has further emphasized that even the partial admission of liability in the impugned order constitutes an acknowledgment of dues by the department. Non-payment of even the admitted amount for an inordinately long period is arbitrary and cannot be sustained. In support of his contentions, reliance has been placed on the judgment of the Hon'ble Supreme Court, in the case of ***M/s Utkal Highways Engineer and Contractors v. Chief General Manager,*** reported in ***2025 SCC OnLine SC 1400;*** decided on 08.01.2025, wherein it has been held that High Courts are not precluded from entertaining money claims against the State in writ jurisdiction where non-payment of admitted dues is arbitrary, and that there is no absolute rule that pure money claims cannot be decided under Article 226 of the Constitution of India.

17. Furthermore, on the question of interest, learned counsel invoked the decisions of the Hon'ble Supreme Court in ***Dr. Poornima Advani v. State (NCT of Delhi),*** reported in ***(2025) 7 SCC 269;*** decided on 18.02.2025 and ***Secretary, Irrigation Department, Government of Orissa v. G.C. Roy,*** reported in ***(1992) 1 SCC 508;*** to contend that a person who is deprived of the use of money to which he is legitimately entitled has a right to be compensated by payment of interest. The principle underlying Section 34 of the Code of Civil Procedure has also been pressed into service, while praying for the interest at the rate of 18% per annum be awarded on the outstanding amount.

18. Learned counsel for the petitioner has also invited the attention of this Court to the order dated 22.11.2024, passed in ***Shraddha Printers Case*** *(supra)* wherein, this Court had expressed strong displeasure at the prolonged inaction of the State in releasing funds despite admitted liability and had directed the State Government to act upon the requisitions within a fixed time. It has also been submitted that payments have since been released to other similarly situated petitioners, and the present petitioner cannot be subjected to hostile discrimination. Learned counsel has also vehemently submitted that the subsequent material, including representations covering connected firms claiming aggregate dues of approximately Rs. 1,25,78,385/-, charts of training programmes, additional GeM orders, bank statements, Udyam registration certificate, and correspondence of the Director dated 17.03.2026, has noted no discrepancies in the reports.

19. Lastly, it has also been strenuously pointed out that the Block Education Officers themselves have furnished fluctuating and mutually contradictory figures at different points of time. Further, the RTI replies obtained from the Block Education Officers of Kaiserganj and Balha expressly record that payments for certain trainings of 2021-22 were "not done" and that relevant records were not maintained by the then officers. It has been argued that the impugned order be quashed to the extent it reduces the petitioner's legitimate dues, a direction be issued for payment of the full verified amount of Rs. 35,02,521/- (and corresponding amounts in connected matters) and the same may be released together with interest at 18% per annum, and appropriate consequential directions be issued in that regard.

20. *Per Contra,* learned Counsel appearing for the respondent(s)-the Block Education Officers of District Bahraich has submitted that the grievances of the petitioner stand fully redressed as far as the payment of 'admitted dues' is concerned and according to them no further liability remains outstanding against the answering respondents. It has been contended that in compliance with the orders of this Court, the claims of the petitioner were meticulously verified at the Block Level by the respective Block Education Officers, and payments have been released strictly on the basis of such verification. It has also been submitted that the following amount has been released in the respective writ petitions:

Writ Petition No.	Petitioner (s)	Admitted amount claimed by the petitioner	Amount released by the Respondent
Writ-C 2146/2026 (2021-2022)	M/s Jaiswal Foods Prop. Sudheer Jaiswal S/o Ram Naresh Jaiswal Village- Chilwarya, Bahraich	Rs. 35,02,521/-	Rs. 37,94,906/-
Writ-C 2151/2026 (2022-2023)	M/s Jaiswal Foods Prop. Sudheer Jaiswal S/o Ram Naresh Jaiswal Village- Chilwarya, Bahraich	Rs. 50,21,525/-	Rs. 4,62,460/-
Writ-C 2153/2026	M/s Jaiswal Agencies Prop. Rahul Jaiswal S/o Hari Ram Jaiswal Village- Chilwarya, Bahraich	Rs. 12,47,450/-	Rs. 2,63,956/-
WritC 2158/2026	M/s Shakuntala Devi Caterers & Stationers Prop. Shakuntala Devi	Rs. 14,99,044/-	Rs. 9,55,659/-

	W/o Mahesh Kr. Jaiswal Village- Chilwarya, Bahraich		
Writ-C 2240/2026	M/s Ganesh Caterers Prop. Mahesh Kr. Jaiswal S/o Ram Naresh Jaiswal Village- Chilwarya, Bahraich	Rs. 19,66,915/-	Rs. 4,09,870/-

21. Learned counsel for the respondent has further submitted that the bills raised by the petitioner were highly disputed. After due diligence and verification by the concerned Block Education Officers at the District level, the entire verified liability has been discharged. As per the official communication and records dated 11.05.2026 issued by the District Basic Education Officer, Bahraich, the current outstanding balance against the petitioner's firm is "NIL" (Shunya).

22. Lastly, it has also been contended that the petitioner has been consistently changing the quantum of the claimed amounts at different stages, leading to significant variations. Representations dated 23.07.2025 and 24.07.2025 raised a demand of Rs. 1,24,44,909/-, while subsequent representations of March 2026 projected a total liability of Rs. 4,25,29,576/- (compiled for all connected writ petitions). Such payments cannot be made merely on the basis of fluctuating and exaggerated demands; they have been cleared strictly on the basis of verified field reports. It is the submission of the learned counsel for the respondents that the writ petitioners are themselves not clear about the admitted amount and in any case cannot rely on any document, which does not crystallize the admitted amount in their favour.

23. The foundational grievance of the petitioner is that the Director, Basic Education, by the impugned order dated 15.01.2025, assessed the dues for the year 2021-22 only at a reduced figure while ignoring the reports of the District Basic Education Officer and the Block Education Officers. The petitioner asserts a claim of Rs. 35,02,521/- and seeks a writ of mandamus for its payment together with interest. The answering respondents, however, have placed on record that after the orders of this

Court, a detailed Block-Level verification of the work and the bills was undertaken by the concerned Block Education Officers and according to them on the basis of such verification, the admissible amounts have been released. We find that the Block-wise verified payment breakup and the official communication letter dated 11.05.2026 sent by the District Basic Education Adhikari and Finance and Accounts officer, in charge- S.S.A., Bahraich, which has been annexed along with the counter affidavit, invariably gives a declaration that the verified payments have been made and that the outstanding balance against the petitioner's firm as of now stands at "NIL".

24. Further, when we peruse the chart which depicted the claimed amount by the petitioner juxtaposed with the admitted amount by the respondents in the impugned order, we find that in some cases the amount has increased from the earlier admitted amount and as a matter of fact is more than the claimed amount. On merger of all these charts together, we find that as far as the present leading petition is concerned, the amount claimed by the petitioner in this petition is for an amount of Rs. 35,02,521/- and the admitted amount by the respondent in the impugned order was Rs. 14,15,896/-, however, the amount released as per the aforesaid letter dated 11.05.2026 to the petitioner is to the tune of Rs. 37,94,906/-, which is much more than amount claimed by the petitioner. No doubt for the other writ petitions, we find that the amount which have been sought to be released and the admitted amount is as depicted from the letter dated 11.05.2026 and is considerably less than the admitted amount as per the impugned order. However, this Court is of the considered view that this internal inconsistency, spanning three distinct figures for each petitioner, that is, the amount claimed; the amount admitted in the impugned order; and the amount now stated to have been released after fresh verification, according to this Court is itself demonstrative of the fact that the quantum of dues is not a matter of simple arithmetic but a genuinely and substantially disputed question of fact.

25. At this stage, and before proceeding to examine the maintainability of the larger dispute, it is necessary to isolate what is genuinely in controversy between the parties from what is not. A comparison of the amount admitted by the Director, Basic Education, in the impugned order dated 15.01.2025, with the amount now stated to have been released pursuant to the Block-level verification exercise vide letter dated 11.05.2026, re-levels the following position:

Writ Petition No.	Petitioner (s)	Admitted amount claimed by the petitioner	Admitted amount allowed by the respondent-Authorities in the impugned order	Amount released by the Respondent	Short-fall against the Respondent's Own admitted amount as per the Impugned order
Writ-C 2146/2026 (2021-2022)	M/s Jaiswal Foods Prop. Sudheer Jaiswal S/o Ram Naresh Jaiswal Village-Chilwarya, Bahraich	Rs. 35,02,521/-	Rs. 14,15,896/-	Rs. 37,94,906/-	NIL
Writ-C 2151/2026 (2022-2023)	M/s Jaiswal Foods Prop. Sudheer Jaiswal S/o Ram Naresh Jaiswal Village-Chilwarya, Bahraich	Rs. 50,21,525/-	Rs. 15,08,251/-	Rs. 4,62,460/-	Rs. 10,45,791/-
Writ-C 2153/2026	M/s Jaiswal Agencies Prop. Rahul Jaiswal S/o Hari Ram Jaiswal Village-Chilwarya, Bahraich	Rs. 12,47,450/-	Rs. 3,83,500/-	Rs. 2,63,956/-	Rs. 1,19,544/-
Writ-C 2158/2026	M/s Shakuntala Devi Caterers & Stationers Prop. Shakuntala Devi W/o Mahesh Kr. Jaiswal	Rs. 14,99,044/-	Rs. 9,01,553/-	Rs. 9,55,659/-	NIL

	Village-Chilwarya, Bahraich				
Writ-C 2240/2026	M/s Ganesh Caterers Prop. Mahesh Kr. Jaiswal S/o Ram Naresh Jaiswal Village-Chilwarya, Bahraich	Rs. 19,66,915/-	Rs. 4,09,870/-	Rs. 4,09,870/-	NIL

26. It is at once apparent from the above tabulation that in three of the five writ petitions matters, the amount released equals or exceeds the amount admitted by the respondents in the impugned order itself, and to that extent the grievance of non-payment of admitted dues stands satisfied on the petitioner's own showing. However, in the two connected writ petitions where the original claims were Rs. 50,21,525/- and Rs. 12,47,450/- respectively, the amount released falls short even of the figure which the Director, Basic Education, himself admitted to be payable in the impugned order's by Rs. 10,45,791/- and Rs. 1,19,544/-, respectively. This shortfall is not, in any sense, a disputed figure requiring evidence; it is the respondents' own departmental admission, recorded in their own order, which admittedly remains unpaid even as on date, despite the very verification exercise the respondents have relied upon.

27. Insofar as the amount admitted in the impugned order but still withheld, in the considered opinion of this Court, the shortfall of Rs.10,45,791/- and Rs.1,19,544/- noticed above, there is no requirement of adjudication of disputed facts as these are figures admitted by the respondents' own competent authority and are payable, if not already paid, as a matter of course. It is only the further and disputed excess, namely, the difference between the amount originally claimed by the petitioners in these writ petitions and the amount admitted in the impugned orders, that requires closer examination as to the maintainability of a writ petition for its recovery, and it is to that disputed excess alone that we propose to venture further.

28. It is by now well settled that a writ Court exercising jurisdiction under Article 226 of the Constitution of India is not a Court of first instance for adjudication of disputed questions of fact, more particularly where such facts touch upon the quantification of contractual or quasi-contractual dues, which by their very nature require appreciation of oral and documentary evidence. The Hon'ble Supreme Court in ***State of U.P. v. Bridge & Roof Co. (India) Ltd.,*** reported in ***(1996) 6 SCC 22;*** has authoritatively held that seriously disputed questions of fact concerning breach of contract and the consequential monetary claims arising therefrom are, ordinarily, not amenable to adjudication under Article 226 of the Constitution of India, and the parties ought to be relegated to a properly instituted civil suit where evidence can be led. This very proposition was reiterated and applied by the Hon'ble Supreme Court in ***Kerala State Electricity Board v. Kurien E. Kalathil,*** reported in ***(2000) 6 SCC 293;*** wherein it was authoritatively held that "whether any amount is due and if so, how much, and refusal of the appellant to pay it is justified or not, are not the matters which could have been agitated and decided in a writ petition" and that the contractor concerned ought to have been relegated to other efficacious remedies.

29. No doubt, the aforesaid bar is not an absolute or inflexible one. The Hon'ble Supreme Court in ***ABL International Ltd. v. Export Credit Guarantee Corporation of India Ltd.,*** reported in ***(2004) 3 SCC 553;*** while surveying the earlier line of authorities including ***Bridge & Roof case*** *(supra)* and ***Gunwant Kaur v. Municipal Committee, Bhatinda,*** reported in ***(1969) 3 SCC 769;*** culled out the guiding principles governing the maintainability of a writ petition arising out of a contractual or quasi-contractual matter, and held, *inter-alia*, that *(a)* a writ petition against the State or its instrumentality arising out of a contractual obligation is maintainable in an appropriate case; *(b)* the mere existence of disputed questions of fact cannot, as a matter of rule, be a ground to refuse to entertain a writ petition; and *(c)* a writ petition involving a consequential relief of monetary claim is also maintainable. At the same time, the Court was equally categorical in cautioning that where the petition raises questions of fact of a complex nature which, for their determination, require oral evidence to be taken, and on that account the High Court is of the view that the dispute may not appropriately be tried in a writ petition, the High Court would be justified in declining to entertain such a petition. The Hon'ble Supreme Court in ***State of Bihar v. Jain Plastics and Chemicals Ltd.,*** reported in ***(2002) 1 SCC 216;*** has similarly held that whether an alleged breach of a contractual obligation is justified would depend upon facts and evidence and is not required to be decided in a writ petition, since such seriously disputed questions and rival claims of the parties are required to be investigated and determined on the basis of evidence which may be led by the parties in a properly instituted civil suit, rather than by a Court exercising the prerogative of issuing writs.

30. Applying the aforesaid settled principles to the facts of the present case, this Court is of the view that the present matter squarely falls within the class of cases contemplated in ***Bridge & Roof*** *(supra)*, ***Kurien E. Kalathil*** *(supra)* and ***Jain Plastics*** *(supra)*, rather than in the narrow exception carved out in ***ABL International*** *(supra)* or ***M/s Utkal Highways Engineer*** *(supra)*. As has been noticed hereinabove, the figures projected qua the petitioner(s) have themselves undergone repeated permutations – from the amount originally claimed, to the amount admitted in the impugned order dated 15.01.2025, to substantially higher amounts asserted in subsequent representations aggregating over a crore of rupees for the connected firms, and thereafter to yet another figure now claimed to have been released pursuant to a fresh Block-Level verification exercise, which, in the case of the leading petitioner, paradoxically exceeds even its own original claim, while in the connected matters it falls considerably short of the amount admitted in the impugned order. Such a fact situation, where even the writ petitioners themselves are not *ad idem* as to what constitutes the admitted dues, and where the figures placed by the State authorities have oscillated at different stages of the proceedings, is a quintessential example of a dispute that cannot be resolved on the basis of affidavits and counter-affidavits, and would necessarily require a full-fledged Trial, with the parties leading oral and documentary evidence, including scrutiny of the GeM orders, invoices, work/measurement records and the Block-Level verification reports; an exercise this Court cannot undertake in the summary jurisdiction under Article 226 of the Constitution of India.

31. It is equally well recognized that the jurisdiction of the writ Court under Article 226 of the Constitution of India, though wide, is discretionary in nature, and the Courts have, over a long line of precedent, evolved self-imposed restraints for its exercise, as explained by the Hon'ble Supreme Court in ***Whirlpool Corporation v. Registrar of Trade Marks,*** reported in ***(1998) 8 SCC 1***. Whereas, in the present case, the controversy is essentially and substantially factual, the existence of an equally efficacious and, in fact, more appropriate alternative remedy by way of a civil suit, wherein the parties would have the benefit of pleadings, discovery, and a full Trial on the basis of oral and documentary evidence – weighs heavily against the exercise of writ jurisdiction. This is all the more so where, as here, a fresh Block-Level verification exercise has intervened during the pendency of these very writ petitions, and the field authorities now assert, on the strength of such verification and the communication dated 11.05.2026, that the verified liability has been fully discharged and that no amount remains outstanding. However, we are also clear in our mind that this consideration, has no application to the admitted shortfall, which requires no fact-finding at all, and this Court, in directing its release, is not embarking upon any roving inquiry into the correctness of the GeM invoices or the Block-Level verification reports, an exercise otherwise squarely within the domain of a civil Court and which remains reserved for the disputed excess alone.

32. While the High Court under Article 226 of the Constitution of India may, in appropriate cases, issue directions for payment of admitted dues, it will not ordinarily convert itself into a Court of first instance for quantification of disputed claims involving examination of bills, work orders, measurement books, and field verification reports. Where the competent departmental authorities have already undertaken verification at the ground level and have released payment on that basis, the writ Court would be slow to re-appreciate the entire evidence and substitute its own assessment of quantum; such verification can well be tested in a civil suit by leading evidence, and cannot be adjudicated summarily in these writ proceedings. Although the decision in ***M/s Utkal Highways case*** *(supra)* has clarified that the bar against entertaining money claims is not absolute where non-payment of admitted dues is arbitrary, the present case falls in a materially different category, for the quantum itself remains genuinely contested at multiple levels, and the departmental authorities have, in the interregnum, conducted a fresh verification and assert discharge of the verified liability. This Court, in the exercise of its writ jurisdiction, cannot embark upon a roving inquiry into the correctness of every entry in the GeM invoices or the Block-Level verification reports, an exercise squarely within the domain of a civil Court.

33. The petitioner's reliance on the order of this Court passed in ***Shraddha Printers case*** *(supra)* is also of limited assistance. That order was passed in a situation where liability was admitted by the Director and the only impediment was non-availability of budget. In the present case, after the earlier directions of this Court, a fresh verification exercise has been carried out and the respondents assert that the verified dues have been paid and there is no outstanding amount. Thus, the two situations are not identical, and the ratio of ***Shraddha Printers case*** *(supra)*, being confined to cases of admitted liability withheld for want of budgetary sanction, cannot be extended to a case such as the present one, where the very quantum of liability remains in serious dispute.

34. The principle that a person deprived of the use of money is entitled to interest, as explained in ***G.C. Roy*** *(supra)* and ***Dr. Poornima Advani*** *(supra)*, comes into play only when the quantum of the principal amount is first established as due and payable; the entitlement to interest is parasitic upon, and cannot precede, a firm determination of the principal sum. Whereas, here, the principal amount itself remains disputed and has not crystallized, and where the department claims that the verified amount has already been paid and no amount is payable, the question of awarding interest on a higher, unverified and fluctuating sum does not arise, and cannot be granted merely on the strength of the petitioner's own unilateral computation.

35. This Court is also conscious that the earlier contempt application arising out of the order dated 12.06.2024 was *dismissed*, and the petitioner was left with the remedy of challenging the order dated 15.01.2025 on merits, this Court finds that the subsequent verification and payment process has substantially, though not entirely, addressed the grievance, and that the residual admitted shortfall is being secured by the directions issued herein. No residual arbitrariness or mala fides going beyond the admitted shortfall has been demonstrated which would warrant the issuance of a positive mandamus for payment of the full higher amount claimed by the petitioners

36. Although we have arrived at the conclusion that the disputed excess claimed by the writ petitioners cannot be adjudicated by this Court and must be relegated to a Civil Court by leading evidence, we cannot refrain from observing that the conduct of the Respondent-Authorities has also not been above board. We say so because of the inconsistent figures projected by the respondents – one having been arrived at while deciding the impugned order, and another, which they have sought to place on record, presumably on the basis of a detailed Block-Level verification of the work and the bills undertaken by the concerned Block Education Officers during the pendency of the present writ petitions. No doubt, the said verification, culminating in the Block-wise verified payment breakup and the official communication letter dated 11.05.2026, invariably states that the outstanding balance against these writ petitioners now stands at "NIL"; yet, as demonstrated in paragraph 26 above, that assertion does not withstand scrutiny in two of the five matters. It is precisely to guard against such unilateral and self-serving assertions of "NIL" liability that this Court has thought it necessary to independently verify the respondents' own figures against their own prior admission, rather than accepting the letter dated 11.05.2026 at face value. We have narrated these facts to reassure ourselves that even the figure of admitted dues required this Court's own verification, and that our decision to secure the admitted shortfall by mandamus, while relegating only the further disputed excess to a competent Civil Court, holds the balance fairly between the parties.

37. As a sequel to the above and keeping in view the contentious issues raised between the parties, this Court is satisfied that the present writ petitions merit partial interference, restricted to the amount admitted by the respondents themselves in the impugned order dated 15.01.2025 but not yet released, together with interest thereon @ of 9% from 15.01.2025 till the date of actual payment. The disputed excess over and above the said admitted amount involves several disputed questions of fact and, therefore, the extraordinary jurisdiction under Article 226 of the Constitution of India cannot be exercised to resolve such contested and disputed accounts.

38. Accordingly, while disposing of these writ petitions for all the aforesaid reasons, we pass the following directions :-

(i) the respondents are directed to release the admitted and undisputed shortfall amounts, namely, Rs. 10,45,791/- in *Writ-C - No. 2151/2026 (2022-2023) {M/s Jaiswal Foods V/s State of Uttar Pradesh & Ors.}* and Rs.1,19,544/- in *Writ-C - No. 2153/2026 {M/s Jaiswal Agencies V/s State of Uttar Pradesh & Ors.}* within a period of two months from today along with interest, as indicated at paragraph no. 37;

(ii) In *Writ -C- No. 2146/2026 (2021-2022) {M/s Jaiswal Foods V/s State of Uttar Pradesh & Ors.; Writ-C- No. 2158/2026 (M/s Shakuntala Devi Caterers & Stationers V/s State of Uttar Pradesh & Ors);* and *Writ-C- No. 2240/2026 (M/s Ganesh Caterers V/s State of Uttar Pradesh & Ors),* since the amount released exceeds or equals the amount admitted in the impugned order, no further direction for payment is called for, save that the respondents, if so advised may proceed for recovery and/or adjustment and/or set-off of the excess paid amount from the petitioner concerned;

(iii) the prayer for quashing of the impugned order dated 15.01.2025, and for a mandamus directing payment of the higher amounts claimed by the petitioners over and above the sums admitted therein, is ***REJECTED***, as involving disputed questions of fact requiring Trial; the writ petitioners are relegated to their remedy before a competent Civil Court for adjudication of the disputed amounts, with liberty to lead evidence;

39. In the event the writ petitioners choose to institute a civil suit in terms of direction *(iii)* above, the benefit of Section 14 of the Limitation Act, 1963 shall be available to them, in accordance with law;

40. With the aforesaid direction, all the writ petitions are ***disposed of***, accordingly.

41. There shall be no order as to cost(s).

(Abdhesh Kumar Chaudhary, J.)

I agree

(Shekhar B. Saraf, J.)

August 25, 2026
Anuj Singh