



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

Case No. : PIL(Suo Moto)/2/2019

IN-RE
KOHIMA

VERSUS

UNION OF INDIA AND 20 ORS
REPRESENTED BY THE SECRETARY, MINISTRY OF ROAD AND SURFACE
TRANSPORT,(I/C NATIONAL HIGHWAY),NEW DELHI

2:THE UNION OF INDIA
REPRESENTED BY THE SECRETARY
MINISTRY OF FINANCE
NEW DELHI

3:THE CHIEF SECRETARY
TO THE GOVERNMENT OF NAGALAND
KOHIMA

4:THE COMMISSIONER AND SECRETARY

PWD (WORKS AND HOUSING)
GOVERNMENT OF NAGALAND
KOHIMA

5:THE CHIEF ENGINEER
PWD (NATIONAL HIGHWAY)
NAGALAND
KOHIMA

6:THE MANAGING DIRECTOR
NATIONAL HIGHWAY AND INFRASTRUCTURE DEVELOPMENT CORPORATION
LIMITED
3 FLOOR
PTI BUILDING
4 STREET PARLIAMENT

NEW DELHI

7:THE GENERAL MANAGER
NHIDCL
DIMAPUR BRANCH OFFICE
NAGALAND

8:M/S RAMKY-ECI (JV)
HYDERABAD

10:M/S LNMIPPL-AIPPL
HOTEL BLUE HEAVEN
4TH FLOOR
NEAR PUBLIC COMMERCE COLLEGE
STATION ROAD
DIMAPUR
NAGALAND.

11:VERTEX COMPANY
C/O NHIDCL

DIMAPUR BRANCH OFFICE

NAGALAND.

13:T. TACHU AND CO.
NAGALAND

14:M/S CHABOU AND CO.
FIRST FLOOR
ELITE COMPLEX

CIRCULAR ROAD (NEAR CITY TOWER)

DIMAPUR - 797112

NAGALAND.

15:M/S BRAND EAGLES
MS BRAND EAGLES

E14
LEMBERDUNG
GYANKHAR

DISTRICT - TAWANG
ARUNACHAL PRADESH - 790104

SITE ADDRESS.

MS BRAND EAGLES

H-NO. 46
FULL NAGARJAN - 3RD MILE ROAD
VILLAGE - THILIXU
NEAR BPCL FUEL STATION

DIMAPUR
NAGALAND. - 797112.

16:EXECUTIVE DIRECTOR
NHIDCL
R.O.
P.W.D. REST HOUSE

P.W.D. COLONY
KOHIMA

NAGALAND - 797001

17:M/S TECHNOCRATS ADVISORY SERVICES PVT. LTD.
IN ASSOCIATION WITH M/S/ ABHISHIRA INFRASTRUCTURE CONSULTANTS
PVT. LTD
68
AJANTA APARTMENT
36
I.P. EXTENSION
PATPARGANJ
DELHI - 110092

18:M/S INNOVATIVE CONSTRUCTION
GOVT. CONTRACTOR AND SUPPLIER

R.O 498
LANE 9
B KHEL
NAGARJAN
DIMAPUR
NAGALAND - 797112

19:M/S MACCAFERRI INFRASTRUCTURE PVT. LTD.
MEZZANINE
LOFT LEVEL
113-1

AMAR INDUR TRIAL EAST ANDHERI KURLA ROAD

SAKINAKA
MUMBAI
MAHARASHTRA - 400072

20:M/S QUINKER ENTERPRISES
NAGALAND

21:S. SEMP AND CO.
LOWER AGRI COLONY

KOHIMA
NAGALAND

Advocate for the Petitioner : TAKA MASA, SR. ADV (AMICUS CURIAE),
O,TAKA MASA, SR. ADV (AMICUS CURIAE)

Advocate for the Respondent : K LUIKANG MICHAEL (EB LEGAL),

BEFORE
HON'BLE MR. JUSTICE MANISH CHOUDHURY
HON'BLE MRS. JUSTICE YARENJUNGLA LONGKUMER

ORDER

Date : 09-09-2026
(*M.Choudhury,J*)

Heard Mr. Taka Masa, learned Senior counsel and Amicus Curiae; Mr. Imti Imsong, learned Additional AG, Nagaland for respondent Nos. 3, 4 and 5; Mr. Moa Jamir, learned counsel for the respondent Nos. 6 and 7; Ms. Esther, learned counsel for the respondent No. 15; and Ms. Kim Pienyu, learned counsel on behalf of Mr. N. Longkumer, learned counsel for the respondent No. 20.

2. The learned Amicus Curiae has drawn attention to the statements made in the affidavit of respondent Nos. 6 and 7 with regard to Package-I, Package-II and Package-III. He has also drawn the attention of the Court to the affidavit filed on behalf of the respondent No. 5.

3. The Chief Engineer, Public Works Department, National Highway, Nagaland and Mr. Michael, the person-in-charge of the respondent No. 21 are present in person. Mr. Manish Kumar, Authorized Representative of the NHIDCL is also present.

Package-I and Package-II

4. On 27.08.2026, learned Amicus Curiae after personal inspection had submitted that the stretches of road covered by Package-I and Package-II were not worthy of plying and the same were causing serious inconveniences to the commuters. Taking note of the said submission and the progress shown to be achieved in respect of the stretches of road under Package-I and Package-II, progresses of which were found to be dismal for recording displeasure, the respondent Nos. 6 and 7 were directed to carry out the maintenance works in respect of Package-I and Package-II, and to complete the same before 09.09.2026, and also, to file a compliance affidavit, apprising about the progress or work in respect of Package-I and Package- II.

5. In the affidavit filed on behalf of the respondent Nos. 6 and 7, it is mentioned that the stretch of road under Package-I is presently being maintained under the Short Term Maintenance Contract (STMC) through various maintenance activities, including road repairs, drain clearances and, slide removal works. Bituminous repair works have also been carried out by the STMC Contractor at various locations to ensure the continued motorability of the road stretch.

6. The maintenance of the road during the monsoon season was found to be challenging due to continuous rainfall and recurring deterioration of distressed locations. As the project stretch is subjected to substantial movement of heavily loaded vehicles,

particularly on the LHS carriageway, resulting in recurring distress at certain locations, interim/non-bituminous repairs have also been undertaken at distressed locations, wherever considered necessary, to maintain motorability during the monsoon period.

7. It is further mentioned that out of the stretch of road under Package-I, which is approximately 14.935 kms, around 4 Kms stretch has been identified as having persistent motorability issues. After extensive survey, it has been decided for permanent rectification through reconstruction of the pavement from subgrade level under a Performance Based Maintenance Contract (PBMC). Accordingly, a Contract Agreement with the PBMC Contractor has been signed on 31.08.2026 for a period of 5 (five) years and the Contractor is presently mobilizing at site. It is further mentioned that permanent rectification/ reconstruction works in the aforesaid 4 km stretch shall be taken up on priority, while interim maintenance measures are required to maintain motorability.

8. In so far as the stretch of road under Package-II is concerned, the respondent Nos. 6 and 7 have stated that the EPC Contractor engaged for Package-II was found unresponsive, though he was put on notice many times to address the issues arising in the stretch of road under Package-II. The Authority Engineer had, therefore, prepared an estimate for carrying out the required maintenance works at the risk and cost of the EPC Contractor and the proposal to that effect has already been forwarded to the competent authority on 01.09.2026. It is stated that subject to approval by the competent authority, the tendering process for undertaking the maintenance works within Package-II is proposed to be forwarded shortly thereafter.

9. In view of such developments, and in better interests of all the stakeholders, we propose to implead the PBMC Contractor who has been entrusted with the PBMC contract for the stretch of road under Package-I as a party-respondent in this PIL. Accordingly, 'M/s Trinity Group, 3rd Floor, Kalaburgi Katave Identity, Gokul Road, Hubli – 580030, Karnataka' is impleaded as party-respondent No. 22 in this PIL. The cause-title of the PIL is to be modified accordingly.

10. Mr. Moa Jamir, learned counsel for the NHIDCL is to communicate the information to the newly impleaded party-respondent No. 22, with regard to its impleadment in the instant PIL, and for ensuring its appearance before this Court on the dates the PIL is listed.

11. Mr. Moa Jamir, learned counsel for the respondent Nos. 6 and 7 shall apprise this Court about the Bar-Chart prepared for the PBMC Contractor, indicating the levels of progress to be achieved by the PBMC Contractor, month-wise. This Court hopes and expresses that the tender process for undertaking maintenance works in the stretch of road under Package-II is expedited and completed, preferably within the month of September, 2026.

Package-III

12. On 27.08.2026, this Court was apprised that 90% of the work had been done in respect of Package-III. Taking note of the pace of the progress and the milestones, this Court was of the view that the progress as desired, would not be achieved by the end of August, 2026. From the affidavit filed today, it does not appear that the EPC Contractor has achieved much in the interim, as in the affidavit filed, it is stated that the EPC Contractor has achieved 90% physical progress as on date. It is, however, stated that the balance work

comprises of miscellaneous and rectification works and as the same are being expedited, the respondent Nos. 6 and 7 have assessed and the project is targeted to be completed by the end of September, 2026. As the project works in respect of Package-III are meant to be completed by the end of September, 2026, the respondent Nos. 6 and 7 shall bring the completion report on record along with its next affidavit, to be filed on or before the next date of listing.

Slope Protection Measures

13. As per the affidavit filed by the respondent Nos. 6 and 7 in deference to the Order dated 22.04.2026, which was filed on 01.06.2026, the DPR Consultant was supposed to file the final DPR in respect of slope protection measures along with the entire stretch falling under Package- I, Package-II and Package-III for the existing Dimapur - Kohima road by 30.06.2026. It was mentioned that the Peer Review Expert had visited the site in May, 2026 for scrutiny and assessment of the solutions proposed by the DPR Consultant concerning slope protection, valley side protection, etc. It was mentioned that upon finalization of DPR, as committed by 30.06.2026, the DPR proposal would be forwarded for approval before the competent authority in the NHIDCL by the 1st week of July, 2026 and following approval, the proposal would be placed before the Ministry by 1st week of August, 2026. It was further mentioned that post-approval, the NHIDCL would initiate the process of land acquisitions at the required locations with the District Administration and the said process was expected to be completed by the 1st week of September, 2026. After the land acquisition process, the tender for the EPC Contract was expected to

be floated by mid of September, 2026.

14. Mr. Manish Kumar, authorized representative of the NHIDCL has submitted that there has been some delay in the progress, as the Peer Review Expert after visiting the site, had proposed certain measures in consultation with the NHIDCL. As the process is still in progress, the DPR could not be finalized by the deadline, i.e., on 30.06.2026 as committed in the affidavit dated 01.06.2026. He has submitted that the proposals made by the Peer Review Expert have not been finalized by the DPR Consultant, so as to place the final DPR before the NHIDCL authorities till date and as a result, the process has been delayed.

15. As the period from September to March is the best period to undertake construction works in the State of Nagaland, all the stakeholders who are involved in the process for finalization of the DPR for slope protection measures along with the stretch of road falling under Package-I, II and III, shall expedite the process and the NHIDCL authorities shall thereafter, initiate the process of land acquisition and publication of the tender for the EPC Contract, at the earliest. The progress report in this connection shall be brought on record by the NHIDCL on the next affidavit.

The stretch of road from Lerie Welcome Gate to Jotsoma Bypass

16. On 27.08.2026, this Court after being apprised about the physical progress achieved by the Public Works Department, National Highway, Nagaland and the Contractor (respondent No. 21), expressed displeasure with the progress achieved till then and had called for the personal appearance of the Chief Engineer, PWD, National Highway, Nagaland along with the respondent No. 21 and

also to file an affidavit. As on 27.08.2026, physical progress of only 53.89% was shown to have been achieved, whereas, financial progress achieved appeared to be on much higher side.

17. In the affidavit filed by the respondent No. 5 in deference to the Order dated 27.08.2026, the construction progress reports for the period from 05.08.2026 to 01.09.2026 are found annexed. We are constrained to express our displeasure with regard to the construction progress achieved by the respondent No. 5 and respondent No. 21. So far as on 01.09.2026, the cumulative physical progress achieved was only 54.18%. In the weekly construction progress reports, in some weeks, physical progress achieved was shown to be 0.00%.

18. On query, Mr. Neilabeizo, Chief Engineer, PWD, National Highway, Nagaland, has submitted that after his joining on 14.07.2026, he is making utmost endeavour to achieve reasonable physical progress but upon query, he has found that the efforts put in by the Contractor (respondent No. 21) is not up to the mark and as a result, the progress is unsatisfactory. In view of such facts and situation, he has issued a show-cause notice as to why penalties and other measures are not to be taken against him. The reply to the show-cause notice is yet to be received.

19. Mr. Taka Masa, learned Amicus Curiae has submitted that there are existence of potholes, throughout the entire stretch, which have made commuting difficult. He has submitted that even general public have come forward and made efforts to fill up the potholes, so that the stretch of road can at least be made somewhat motorable.

20. Mr. Michael, the Contractor (respondent No. 21) has

undertaken to take all efforts to fill up all the potholes in the entire stretch by 30.09.2026. The respondent No. 5 shall make an inspection and bring on record the status, as regard the potholes, in his next affidavit. The respondent No. 5 shall also bring the construction progress reports subsequent to 01.09.2026, on record. We expect that the respondents would achieve sufficient progress by the next date.

21. List the case on 07.10.2026. The affidavits as directed above, shall have to be filed before 07.10.2026.

JUDGE

JUDGE

Comparing Assistant