2026:KER:73174

'CR'

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1323 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.44761 OF 2024 OF HIGH COURT OF KERALA

APPELLANT:

**M/S.PRG BUILDCON INDIA PVT. LTD
PRATHIMA BUILDING, 1ST FLOOR, PLOT NO-213, ROAD NO-01
FILM NAGAR, JUBILEE HILLS, HYDERABAD, TELANGANA,
REPRESENTED BY ITS DIRECTOR B.SUNIL KUMAR, PIN - 500096**

**BY ADVS.
SRI.P.SHANES METHAR
SHRI.N.KRISHNA PRASAD
SHRI.A.MOHAMMED FAIZAL
SRI.IMAM GRIGORIOS KARAT
SHRI.HARKISH SREETHU V.S.
SHRI.ARJUN P.V.
SHRI.S.RAMESH BABU (SR.)**

RESPONDENTS:

1 **KERALA WATER AUTHORITY**
REP. BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANTHAPURAM, PIN - 695033

2 **THE SUPERINTENDING ENGINEER**
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, MUVATTUPUZHA, PIN - 686661

3 **THE EXECUTIVE ENGINEER**
OFFICE OF THE EXECUTIVE ENGINEER, KERALA WATER AUTHORITY, PROJECT DIVISION, KATTAPPANA, PIN – 685508

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH WA.1447/2026, 1449/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1447 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.40539 OF 2024 OF HIGH COURT OF KERALA

APPELLANT:

GEORGE MATHEW
AGED 61 YEARS
S/O. MATHEW, EDAPAZHATHIL HOUSE, MANJALLOOR, VAZHAKULAM P.O., MUVATTUPUZHA, ERNAKULAM DISTRICT, PIN - 686670

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER
SHRI.JOHN ZACHARIAH DOMINIC

RESPONDENTS:

1 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN,

VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 **THE SUPERINTENDING ENGINEER**
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE,
KERALA WATER AUTHORITY, THRISSUR DISTRICT, PIN - 680001

3 **THE EXECUTIVE ENGINEER**
KERALA WATER AUTHORITY, P.H. DIVISION, IRINJALAKUDA,
THRISSUR, PIN – 680121

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1449/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1449 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.40583 OF 2024 OF HIGH COURT OF KERALA

APPELLANT:

GEORGE MATHEW
AGED 61 YEARS
S/O. MATHEW, EDAPAZHATHIL HOUSE, MANJALLOOR, VAZHAKULAM P.O., MUVATTUPUZHA, ERNAKULAM DISTRICT, PIN - 686670

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER
SHRI.JOHN ZACHARIAH DOMINIC

RESPONDENTS:

1 **KERALA WATER AUTHORITY**

REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 THE SUPERINTENDING ENGINEER
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, THRISSUR DISTRICT, PIN - 680001

3 THE EXECUTIVE ENGINEER
KERALA WATER AUTHORITY, PROJECT DIVISION, NATTIKA, THRISSUR, PIN - 680566

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

2026:KER:73174

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1450 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.40562 OF 2024 OF HIGH COURT OF KERALA

APPELLANT/S:

GEORGE MATHEW
AGED 61 YEARS
S/O. MATHEW, EDAPAZHATHIL HOUSE, MANJALLOOR, VAZHAKULAM P.O., MUVATTUPUZHA, ERNAKULAM DISTRICT, PIN - 686670

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER
SHRI.JOHN ZACHARIAH DOMINIC

RESPONDENT/S:

1 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN,

VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

**2 THE SUPERINTENDING ENGINEER
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE,
KERALA WATER AUTHORITY, THRISSUR DISTRICT, PIN - 680001**

**3 THE EXECUTIVE ENGINEER
KERALA WATER AUTHORITY, PROJECT DIVISION, NATTIKA,
THRISSUR, PIN - 680566**

**BY ADV SHRI.SUJITH MATHEW JOSE, ADDITIONAL STANDING
COUNSEL, KERALA WATER AUTHORITY
SHRI K. GOPALAKRISHNA KURUP (SR)**

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1453 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.41456 OF 2024 OF HIGH COURT OF KERALA

APPELLANT:

M/S. MAJESTIC CONSTRUCTIONS
REPRESENTED BY ITS MANAGING PARTNER, DOMINIC ZACHARIAS, S/O. P.O. ZACHARIAS, AGED 57 YEARS, PANAMKATTU HOUSE, KARIMKUNNAM P.O., THODUPUZHA TALUK, IDUKKI DISTRICT, PIN - 685586

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER

RESPONDENTS:

1 KERALA WATER AUTHORITY

REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 THE SUPERINTENDING ENGINEER
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, KOTTAYAM, PIN - 686002

3 THE EXECUTIVE ENGINEER
KERALA WATER AUTHORITY, PROJECT DIVISION, KOTTAYAM, KOTTAYAM DISTRICT, PIN – 686002

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1458 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.20352 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

**MARYMATHA INFRASTRUCTURE PVT. LTD.
(FORMERLY MARYMATHA CONSTRUCTION COMPANY) MARYMATHA SQUARE, ARAKUZHA ROAD, MUVATTUPUZHA P.O ERNAKULAM (DIST) REPRESENTED BY ITS DIRECTOR, SIBU CHERIAN, PIN - 686661**

**BY ADV SRI.S.VISHNU (V-736)
SHRI.S.RAMESH BABU (SR.)
SHRI.N.KRISHNA PRASAD**

RESPONDENTS:

1. **KERALA WATER AUTHORITY
JALA BHAWAN, VELLAYAMBALAM, THIRUVANANTHAPURAM – REPRESENTED BY ITS MANAGING DIRECTOR., PIN - 695033**

2. **THE SUPERINTENDING ENGINEER
OFFICE OF THE SUPERINTENDING ENGINEER, PUBLIC HEALTH CIRCLE, KERALA WATER AUTHORITY, THIRUVANANTHAPURAM.,**

PIN - 695033

**3 THE EXECUTIVE ENGINEER
KERALA WATER AUTHORITY, PROJECT DIVISION,
THIRUVANANTHAPURAM., PIN – 695033**

**SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI JUSTIN JACOB – SC, KERALA WATER AUTHORITY**

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1466 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.22889 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

MARYMATHA INFRASTRUCTURE PRIVATE LIMITED
(FORMERLY MARYMATHA CONSTRUCTION COMPANY) MARYMATHA SQUARE, ARAKUZHA ROAD, MUVATTUPUZHA P.O ERNAKULAM (DIST) - REPRESENTED BY ITS DIRECTOR, SIBU CHERIAN, PIN - 686661

BY ADV SRI.S.VISHNU (V-736)
SHRI.S.RAMESH BABU (SR.)
SHRI.N.KRISHNA PRASAD

RESPONDENTS:

1 KERALA WATER AUTHORITY
JALA BHAWAN, VELLAYAMBALAM, THIRUVANANTHAPURAM - REPRESENTED BY ITS MANAGING DIRECTOR., PIN - 695033

2 THE SUPERINTENDING ENGINEER
OFFICE OF THE SUPERINTENDING ENGINEER, PUBLIC HEALTH CIRCLE, KERALA WATER AUTHORITY, THIRUVANANTHAPURAM.,

PIN - 695033

3 THE EXECUTIVE ENGINEER
KERALA WATER AUTHORITY, PROJECT DIVISION,
THIRUVANANTHAPURAM., PIN – 695033

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI JUSTIN JACOB – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

2026:KER:73174

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1467 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.41424 OF 2024 OF HIGH COURT OF KERALA

APPELLANT:

M/S. MAJESTIC CONSTRUCTIONS
REPRESENTED BY ITS MANAGING PARTNER, DOMINIC ZACHARIAS, S/O. P.O. ZACHARIAS, AGED 64 YEARS, PANAMKATTU HOUSE, KARIMKUNNAM P.O., THODUPUZHA TALUK, IDUKKI DISTRICT, PIN - 685586

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER

RESPONDENTS:

1 KERALA WATER AUTHORITY

REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 THE SUPERINTENDING ENGINEER
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, KOTTAYAM, PIN - 686002

3 THE EXECUTIVE ENGINEER
KERALA WATER AUTHORITY, PROJECT DIVISION, KOTTAYAM, KOTTAYAM DISTRICT, PIN – 686002

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI JUSTIN JACOB – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1469 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.26186 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA REPRESENTED BY ITS DIRECTOR, P. CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 KERALA WATER AUTHORITY .
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 THE SUPERINTENDING ENGINEER,

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY, THIRUVALLA,PATHANAMTHITTA DISTRICT,, PIN - 689101

4 THE EXECUTIVE ENGINEER, PROJECT DIVISION, KERALA WATER AUTHORITY, ADOOR, PATHANAMTHITTA DISTRICT,, PIN – 689101

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI JUSTIN JACOB – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1470 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.41409 OF 2024 OF HIGH COURT OF KERALA

APPELLANT:

M/S. MAJESTIC CONSTRUCTIONS
REPRESENTED BY ITS MANAGING PARTNER, DOMINIC ZACHARIAS, S/O. P.O. ZACHARIAS, AGED 57 YEARS, PANAMKATTU HOUSE, KARIMKUNNAM P.O., THODUPUZHA TALUK, IDUKKI DISTRICT, PIN - 685586

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER

RESPONDENTS:

1 KERALA WATER AUTHORITY

REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 THE SUPERINTENDING ENGINEER
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, KOTTAYAM, PIN - 686002

3 THE EXECUTIVE ENGINEER
KERALA WATER AUTHORITY, PROJECT DIVISION, KOTTAYAM, KOTTAYAM DISTRICT, PIN – 686002

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI JUSTIN JACOB – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1471 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.36592 OF 2024 OF HIGH COURT OF KERALA

APPELLANT:

ZUBAIR V
AGED 57 YEARS
, S/O. ABDULLA, CHERUPARAMBIL HOUSE, KODUR P.O.,
MANGATTUPULAM, MALAPPURAM, PIN - 676504

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.

RESPONDENTS:

1 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN,
VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

**2 SUPERINTENDING ENGINEER
KERALA WATER AUTHORITY, P.H. CIRCLE, MALAPPURAM,
MALAPPURAM DISTRICT, PIN - 676504**

**3 EXECUTIVE ENGINEER
KERALA WATER AUTHORITY, PROJECT DIVISION, MALAPPURAM
DISTRICT, PIN – 676505**

**SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY**

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1472 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.2665 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA, REPRESENTED BY ITS DIRECTOR,P.CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 KERALA WATER AUTHORITY,
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 THE SUPERINTENDING ENGINEER,

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY, H CIRCLE, KERALA WATER AUTHORITY, PATHANAMTHITTA, THIRUVALLA,, PIN - 689101

4 THE EXECUTIVE ENGINEER, OFFICE OF THE EXECUTIVE ENGINEER, KERALA WATER AUTHORITY, PROJECT DIVISION, ADOOR, PIN – 691523

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1473 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.3092 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA , REPRESENTED BY ITS DIRECTOR,P.CHANDRABABU, P.CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 THE SUPERINTENDING ENGINEER,

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY, KERALA WATER AUTHORITY,PATHANAMTHITTA,THIRUVALLA,, PIN - 689101

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY - SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1477 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.2720 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA, REPRESENTED BY ITS DIRECTOR,P.CHANDRABABU, P.CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2 THE MANAGING DIRECTOR, KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 THE SUPERINTENDING ENGINEER,

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY, KERALA WATER AUTHORITY, PATHANAMTHITTA, THIRUVALLA,, PIN - 689101

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY - SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

2026:KER:73174

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1482 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.2545 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA, REPRESENTED BY ITS DIRECTOR,P.CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 KERALA WATER AUTHORITY,
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 THE SUPERINTENDING ENGINEER,

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY, THIRUVALLA, PATHANAMTHITTA DISTRICT., PIN - 689101

**4 THE EXECUTIVE ENGINEER,
OFFICE OF THE EXECUTIVE ENGINEER, KERALA WATER AUTHORITY, PROJECT DIVISION, ADOOR, PATHANAMTHITTA DISTRICT., PIN - 691523**

**SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY**

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

2026:KER:73174

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1485 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.2727 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA, REPRESENTED BY ITS DIRECTOR,P.CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1. **KERALA WATER AUTHORITY**
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2. **THE MANAGING DIRECTOR,**
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3. **THE SUPERINTENDING ENGINEER,**

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY,PATHANAMTHITTA,THIRUVALLA, PIN - 689101

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI JUSTIN JACOB - SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

2026:KER:73174

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1487 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.27174 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA REPRESENTED BY ITS DIRECTOR, P.CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 KERALA WATER AUTHORITY.
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN- 695 033

2 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 THE SUPERINTENDING ENGINEER,

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY, PALAKKAD DISTRICT, PIN - 678001

4 THE EXECUTIVE ENGINEER, PROJECT DIVISION,KOLLAM, KERALA WATER AUTHORITY, CHITTUR,PALAKKAD DISTRICT, PIN - 678001

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1488 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.26379 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

**M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA REPRESENTED BY ITS DIRECTOR, P. CHANDRABABU, S/O LATE DASTAGIRI,, PIN - 500083**

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

**1 KERALA WATER AUTHORITY,
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033**

**2 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033**

3 THE SUPERINTENDING ENGINEER,

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY, THIRUVALLA, PATHANAMTHITTA DISTRICT,, PIN - 689101

4 THE EXECUTIVE ENGINEER, PH DIVISION, ADOOR, KERALA WATER AUTHORITY, PATHANAMTHITTA DISTRICT,, PIN – 689101

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI JUSTIN JACOB – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

2026:KER:73174

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1490 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.41028 OF 2024 OF HIGH COURT OF KERALA

APPELLANT:

M/S. STREFA PROJECTS PRIVATE LTD
PLOT NO. 34, EASWARAIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA STATE, REPRESENTED BY ITS, DIRECTOR, P. CHANDRABABU, S/O., P. DASTAGIRI, PIN - 500062

BY ADVS.
SHRI.V.PREMCHAND
SMT.C.P.MANISHA
SMT.PINKY A.R.

RESPONDENTS:

1 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 **THE SUPERINTENDING ENGINEER**
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, KANNUR DISTRICT, PIN - 670012

3 **THE EXECUTIVE ENGINEER**
OFFICE OF THE EXECUTIVE ENGINEER KERALA WATER AUTHORITY, PROJECT DIVISION, KANNUR DISTRICT, PIN – 670141

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI JUSTIN JACOB – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1492 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.26209 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA REPRESENTED BY ITS DIRECTOR, P. CHANDRABABU, P. CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 THE SUPERINTENDING ENGINEER,

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY, THIRUVALLA, PATHANAMTHITTA DISTRICT,, PIN - 689101

4 THE EXECUTIVE ENGINEER, PROJECT DIVISION, KERALA WATER AUTHORITY, ADOOR, PATHANAMTHITTA DISTRICT,, PIN – 689101

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

2026:KER:73174

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1493 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.27181 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA REPRESENTED BY ITS DIRECTOR, P.CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 THE SUPERINTENDING ENGINEER,

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE,
KERALA WATER AUTHORITY, KANNUR, PIN - 670012

4 THE EXECUTIVE ENGINEER,
PROJECT DIVISION,KOLLAM, KERALA WATER AUTHORITY, KANNUR
DISTRICT, PIN – 670012

BY ADV SHRI.SUJITH MATHEW JOSE, ADDITIONAL STANDING
COUNSEL, KERALA WATER AUTHORITY
SHRI K. GOPALAKRISHNA KURUP (SR)

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1494 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.6244 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA REPRESENTED BY ITS DIRECTOR,P.CHANDRABABU, P.CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 **KERALA WATER AUTHORITY,**
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2 **THE MANAGING DIRECTOR,**
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 **THE SUPERINTENDING ENGINEER,**

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY, KERALA WATER AUTHORITY, KOCHI, PIN - 682011

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY - SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1496 OF 2026

AGAINST THE JUDGMENT DATED 11.06.2026 IN WP(C) NO.14639 OF 2026 OF HIGH COURT OF KERALA

APPELLANT:

JOSEPH JOHN
AGED 56 YEARS
S/O. JOHN, MONIPILLIL HOUSE, AVOLI P.O., ANICKADU,
MUVATTUPUZHA, ERNAKULAM DISTRICT, PIN - 686670

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER
SHRI.NAVEEN N. ROBINSON
SHRI.JOHN ZACHARIAH DOMINIC

RESPONDENTS:

1 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 THE SUPERINTENDING ENGINEER
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, MUVATTUPUZHA, PIN - 686661

3 THE SUPERINTENDING ENGINEER
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, PAINAVU, IDUKKI, PIN - 685603

4 THE EXECUTIVE ENGINEER
OFFICE OF THE EXECUTIVE ENGINEER, KERALA WATER AUTHORITY, PROJECT DIVISION, KATTAPPANA, IDUKKI DISTRICT, PIN – 685508

BY ADV SHRI.SUJITH MATHEW JOSE, ADDITIONAL STANDING COUNSEL, KERALA WATER AUTHORITY
SHRI K. GOPALAKRISHNA KURUP (SR)

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

2026:KER:73174

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1498 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.26389 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA REPRESENTED BY ITS DIRECTOR, P. CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1. **KERALA WATER AUTHORITY,**
   REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2. **THE MANAGING DIRECTOR,**
   KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3. **THE SUPERINTENDING ENGINEER,**

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY, THIRUVALLA, PATHANAMTHITTA DISTRICT,, PIN - 689101

4 THE EXECUTIVE ENGINEER, PH DIVISION, THIRUVALLA, KERALA WATER AUTHORITY, PATHANAMTHITTA DISTRICT,, PIN – 689101

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1499 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.26473 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA REPRESENTED BY ITS DIRECTOR, P. CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 KERALA WATER AUTHORITY.
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 THE SUPERINTENDING ENGINEER,

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY, THIRUVALLA, PATHANAMTHITTA DISTRICT,, PIN - 689101

4 THE EXECUTIVE ENGINEER, PH DIVISION, KERALA WATER AUTHORITY, PATHANAMTHITTA PATHANAMTHITTA DISTRICT,, PIN – 689101

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1501 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.2326 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA, REPRESENTED BY ITS DIRECTOR,P.CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 **KERALA WATER AUTHORITY**
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2 **THE MANAGING DIRECTOR,**
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 **THE SUPERINTENDING ENGINEER,**

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY,KANNUR, PIN - 695002

**4 THE EXECUTIVE ENGINEER,
OFFICE OF THE EXECUTIVE ENGINEER, KERALA WATER AUTHORITY, PROJECT DIVISION,KANNUR., PIN – 695002**

**SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY**

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1503 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.41011 OF 2024 OF HIGH COURT OF KERALA

APPELLANT:

M/S. STREFA PROJECTS PRIVATE LTD
PLOT NO. 34, EASWARAIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA STATE, REPRESENTED BY ITS, DIRECTOR, P. CHANDRABABU, S/O., P.DASTAGIRI., PIN - 500062

BY ADVS.
SHRI.V.PREMCHAND
SMT.C.P.MANISHA
SMT.PINKY A.R.

RESPONDENTS:

1 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 THE SUPERINTENDING ENGINEER
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE,
KERALA WATER AUTHORITY, KANNUR DISTRICT, PIN - 670012

3 THE EXECUTIVE ENGINEER
OFFICE OF THE EXECUTIVE ENGINEER KERALA WATER
AUTHORITY, PROJECT DIVISION, KANNUR DISTRICT, PIN -
670141

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1506 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.26384 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

**M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA REPRESENTED BY ITS DIRECTOR, P. CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083**

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

**1 KERALA WATER AUTHORITY,
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033**

**2 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033**

3 THE SUPERINTENDING ENGINEER,

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY, THIRUVALLA, PATHANAMTHITTA DISTRICT,, PIN - 689101

4 THE EXECUTIVE ENGINEER, PH DIVISION, THIRUVALLA, KERALA WATER AUTHORITY, PATHANAMTHITTA DISTRICT,, PIN - 689101

BY ADV SHRI.SUJITH MATHEW JOSE, ADDITIONAL STANDING COUNSEL, KERALA WATER AUTHORITY
SHRI K. GOPALAKRISHNA KURUP (SR)

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1511 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.26156 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

**M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA, REPRESENTED BY ITS DIRECTOR, P. CHANDRABABU, P. CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083**

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

**1 KERALA WATER AUTHORITY.
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033**

**2 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033**

3 THE SUPERINTENDING ENGINEER,

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY, KANNUR,, PIN - 670012

4 THE EXECUTIVE ENGINEER, PROJECT DIVISION, KANHANGAD, KERALA WATER AUTHORITY, KASARGOD DISTRICT,, PIN – 671315

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1512 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.27529 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA REPRESENTED BY ITS DIRECTOR, P.CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 THE SUPERINTENDING ENGINEER,

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY, KOCHI,ERNAKULAM DISTRICT, PIN - 682011

4 THE EXECUTIVE ENGINEER, PROJECT DIVISION,KOLLAM, KERALA WATER AUTHORITY, KOCHI,ERNAKULAM DISTRICT., PIN – 682011

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

2026:KER:73174

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1518 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.4402 OF 2026 OF HIGH COURT OF KERALA

APPELLANT:

ASHRAF M
AGED 50 YEARS
S/O. KAMMETH HAJI, MOOLAMKUZHIYIL HOUSE, PAZHAMALOOR
P.O., KOOTTILANGADI, MALAPPURAM, PIN - 676506

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER
SHRI.JOHN ZACHARIAH DOMINIC

RESPONDENTS:

1 KERALA WATER AUTHORITY

REPRESENTED BY ITS MANAGING DIRECTOR, HEAD OFFICE, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 **THE SUPERINTENDING ENGINEER**
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, THRISSUR DISTRICT, PIN - 680001

3 **THE EXECUTIVE ENGINEER**
OFFICE OF THE EXECUTIVE ENGINEER, PROJECT DIVISION, KERALA WATER AUTHORITY, NATTIKA, THRISSUR DISTRICT, PIN - 680569

4 **THE FINANCE MANAGER & CHIEF ACCOUNTS OFFICER**
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI JUSTIN JACOB – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1520 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.26192 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA REPRESENTED BY ITS DIRECTOR, P.CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 THE SUPERINTENDING ENGINEER,

OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE, KERALA WATER AUTHORITY, THIRUVALLA, PATHANAMTHITTA DISTRICT,, PIN - 689101

4 THE EXECUTIVE ENGINEER, P H DIVISION, KERALA WATER AUTHORITY, PATHANAMTHITTA DISTRICT,, PIN - 689101

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI JUSTIN JACOB – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1523 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.26295 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA REPRESENTED BY ITS DIRECTOR, P. CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 KERALA WATER AUTHORITY,
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 THE SUPERINTENDING ENGINEER,
OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE,

KERALA WATER AUTHORITY, THIRUVALLA, PATHANAMTHITTA DISTRICT,, PIN - 689101

**4 THE EXECUTIVE ENGINEER,
PH DIVISION, KERALA WATER AUTHORITY, PATHANAMTHITTA
PATHANAMTHITTA DISTRICT,, PIN – 689101**

**BY ADV SHRI.SUJITH MATHEW JOSE, ADDITIONAL STANDING COUNSEL, KERALA WATER AUTHORITY
SHRI K. GOPALAKRISHNA KURUP (SR)**

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

2026:KER:73174

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1534 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.25240 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

**KASHMIRILAL CONSTRUCTION PVT. LTD
825 GANDHI CHOWK, RANIKHET, ALMORA DISTRICT,
UTTARAKHAND-263645, (LOCAL OFFICE) PATTAR VALIYATH,
MARUNNAN SHOPPING COMPLEX, WARD NO.13, 384,
KUNNOTHUPARAMPA - POILUR ROAD, PARAT, THUVAKUNNU,
KOLAVELLOOR, KANNUR-670693, REP. BY ITS, DIRECTOR,
VIVEK AGARWAL, S/O. KASHMIRILAL AGARWAL, AGED 55 YEARS**

**BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER**

RESPONDENTS:

1 **KERALA WATER AUTHORITY**
REPRESENTED BY ITS MANAGING DIRECTOR, HEAD OFFICE, JALABHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 **THE SUPERINTENDING ENGINEER**
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, KANNUR DISTRICT, PIN - 670012

3 **THE EXECUTIVE ENGINEER**
OFFICE OF THE EXECUTIVE ENGINEER, PROJECT DIVISION, KERALA WATER AUTHORITY, KANNUR DISTRICT, PIN – 670012

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI JUSTIN JACOB – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1538 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.28194 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD.
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA , REPRESENTED BY ITS DIRECTOR, P. CHANDRABABU, S/O LATE P. DASTAGIRI,, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 THE SUPERINTENDING ENGINEER,
KERALA WATER AUTHORITY, OFFICE OF THE SUPERINTENDING

ENGINEER, PH CIRCLE, KOZHIKODE, MALAPPARAMBA,, PIN - 673009

4 THE EXECUTIVE ENGINEER,
PROJECT DIVISION, KERALA WATER AUTHORITY, KOZHIKODE, KERALA WATER AUTHORITY, PIN – 673009

BY ADV SHRI.SUJITH MATHEW JOSE, ADDITIONAL STANDING COUNSEL, KERALA WATER AUTHORITY
SHRI K. GOPALAKRISHNA KURUP (SR)

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1541 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.3088 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S STREFA PROJECTS PRIVATE LTD
PLOT NO: 34, EASWARIAH ENCLAVE, DAMMAIGUDA, HYDERABAD, TELANGANA, REPRESENTED BY ITS DIRECTOR,P.CHANDRABABU, P.CHANDRABABU, S/O LATE P. DASTAGIRI, PIN - 500083

BY ADV SHRI.V.PREMCHAND

RESPONDENTS:

1 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

2 THE MANAGING DIRECTOR,
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM,, PIN - 695033

3 THE SUPERINTENDING ENGINEER,
OFFICE OF THE SUPERINTENDING ENGINEER, PH CIRCLE,

KERALA WATER AUTHORITY, KANNUR,, PIN - 670012

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI JUSTIN JACOB – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1569 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.25408 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

KASHMIRILAL CONSTRUCTION PVT. LTD
825 GANDHI CHOWK, RANIKHET, ALMORA DISTRICT, UTTARAKHAND-263645, (LOCAL OFFICE) PATTAR VALIYATH, MARUNNAN SHOPPING COMPLEX, WARD NO.13, 384, KUNNOTHUPARAMPA - POILUR ROAD, PARAT, THUVAKUNNU, KOLAVELLOOR, KANNUR, REP. BY ITS, DIRECTOR, VIVEK AGARWAL, S/O. KASHMIRILAL AGARWAL, AGED 55 YEARS, PIN - 670693

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER

RESPONDENTS:

1 **KERALA WATER AUTHORITY**
REPRESENTED BY ITS MANAGING DIRECTOR, HEAD OFFICE, JALABHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 **THE SUPERINTENDING ENGINEER**
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, KANNUR DISTRICT, PIN - 670012

3 **THE EXECUTIVE ENGINEER**
OFFICE OF THE EXECUTIVE ENGINEER, PROJECT DIVISION, KERALA WATER AUTHORITY, KANNUR DISTRICT, PIN - 670012

4 **THE EXECUTIVE ENGINEER**
OFFICE OF THE EXECUTIVE ENGINEER, PROJECT DIVISION, KERALA WATER AUTHORITY, MATTANNOR, KANNUR, PIN – 670702

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1570 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.25416 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

KASHMIRILAL CONSTRUCTION PVT. LTD
825 GANDHI CHOWK, RANIKHET, ALMORA DISTRICT, UTTARAKHAND-263645, (LOCAL OFFICE) PATTAR VALIYATH, MARUNNAN SHOPPING COMPLEX, WARD NO.13, 384, KUNNOTHUPARAMPA - POILUR ROAD, PARAT, THUVAKUNNU, KOLAVELLOOR, KANNUR, REP. BY ITS, DIRECTOR, VIVEK AGARWAL, S/O. KASHMIRILAL AGARWAL, AGED 55 YEARS, PIN - 670693

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.

RESPONDENTS:

1 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, HEAD OFFICE, JALABHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 THE SUPERINTENDING ENGINEER
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, KANNUR DISTRICT, PIN - 670012

3 THE EXECUTIVE ENGINEER
OFFICE OF THE EXECUTIVE ENGINEER, PROJECT DIVISION, KERALA WATER AUTHORITY, KANNUR DISTRICT, PIN - 670012

4 THE EXECUTIVE ENGINEER
OFFICE OF THE EXECUTIVE ENGINEER, PROJECT DIVISION, KERALA WATER AUTHORITY, MATTANNOR, KANNUR, PIN – 670702

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1594 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.25225 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

KASHMIRILAL CONSTRUCTION PVT. LTD
825 GANDHI CHOWK, RANIKHET, ALMORA DISTRICT, UTTARAKHAND-263645, (LOCAL OFFICE) PATTAR VALIYATH, MARUNNAN SHOPPING COMPLEX, WARD NO.13, 384, KUNNOTHUPARAMPA - POILUR ROAD, PARAT, THUVAKUNNU, KOLAVELLOOR, KANNUR, REP. BY ITS, DIRECTOR, VIVEK AGARWAL, S/O. KASHMIRILAL AGARWAL, AGED 55 YEARS, PIN - 670693

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER

RESPONDENTS:

1 **KERALA WATER AUTHORITY**
REPRESENTED BY ITS MANAGING DIRECTOR, HEAD OFFICE, JALABHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 **THE SUPERINTENDING ENGINEER**
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, KOTTAYAM, PIN - 686002

3 **THE EXECUTIVE ENGINEER**
KERALA WATER AUTHORITY, PROJECT DIVISION, KOTTAYAM, KOTTAYAM DISTRICT, PIN – 686002

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1597 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.48048 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

M/S. SURENDRA INFRASTRUCTURE PVT. LTD
HEAD OFFICE, 9, EZRA STREET, 2ND FLOOR, KOLKATA - 700 001, REP. BY ITS PROJECT MANAGER, M.K. SHAJI, (MUTTATH KOCHUKUNJU SHAJI), S/O. KOCHUKUNJU, AGED 63 YEARS
VAISHNAVAM, UMMALATHOOR, KOZHIKODE, PIN - 673008

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER
SHRI.JOHN ZACHARIAH DOMINIC

RESPONDENTS:

1 KERALA WATER AUTHORITY

REPRESENTED BY ITS MANAGING DIRECTOR, HEAD OFFICE, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 THE SUPERINTENDING ENGINEER
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, HOSPITAL ROAD, ERNAKULAM, PIN - 682011

3 THE EXECUTIVE ENGINEER
OFFICE OF THE EXECUTIVE ENGINEER, PROJECT DIVISION, KERALA WATER AUTHORITY, HOSPITAL ROAD, ERNAKULAM, KOCHI, PIN - 682011

4 THE FINANCE MANAGER & CHIEF ACCOUNTS OFFICER
KERALA WATER AUTHORITY, JALA BHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN – 695033

BY ADV SHRI.SUJITH MATHEW JOSE, ADDITIONAL STANDING COUNSEL, KERALA WATER AUTHORITY
SHRI K. GOPALAKRISHNA KURUP (SR)

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1598 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.25218 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

**KASHMIRILAL CONSTRUCTION PVT. LTD
825 GANDHI CHOWK, RANIKHET, ALMORA DISTRICT, UTTARAKHAND-263645, (LOCAL OFFICE) PATTAR VALIYATH, MARUNNAN SHOPPING COMPLEX, WARD NO.13, 384, KUNNOTHUPARAMPA - POILUR ROAD, PARAT, THUVAKUNNU, KOLAVELLOOR, KANNUR, REP. BY ITS, DIRECTOR, VIVEK AGARWAL, S/O. KASHMIRILAL AGARWAL, AGED 55 YEARS, PIN - 670693**

**BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER**

RESPONDENTS:

1 **KERALA WATER AUTHORITY**
REPRESENTED BY ITS MANAGING DIRECTOR, HEAD OFFICE, JALABHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 **THE SUPERINTENDING ENGINEER**
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, KANNUR DISTRICT, PIN - 670012

3 **THE EXECUTIVE ENGINEER**
OFFICE OF THE EXECUTIVE ENGINEER, PROJECT DIVISION, KERALA WATER AUTHORITY, MATTANNOR, KANNUR, PIN – 670702

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI JUSTIN JACOB – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1607 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.25396 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

KASHMIRILAL CONSTRUCTION PVT. LTD
825 GANDHI CHOWK, RANIKHET, ALMORA DISTRICT, UTTARAKHAND-263645, (LOCAL OFFICE) PATTAR VALIYATH, MARUNNAN SHOPPING COMPLEX, WARD NO.13, 384, KUNNOTHUPARAMPA - POILUR ROAD, PARAT, THUVAKUNNU, KOLAVELLOOR, KANNUR, REP. BY ITS, DIRECTOR, VIVEK AGARWAL, S/O. KASHMIRILAL AGARWAL, AGED 55 YEARS, PIN - 670693

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER

RESPONDENTS:

1 **KERALA WATER AUTHORITY**
REPRESENTED BY ITS MANAGING DIRECTOR, HEAD OFFICE, JALABHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 **THE SUPERINTENDING ENGINEER**
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, KANNUR DISTRICT, PIN - 670012

3 **THE EXECUTIVE ENGINEER**
OFFICE OF THE EXECUTIVE ENGINEER, PROJECT DIVISION, KERALA WATER AUTHORITY, KANNUR DISTRICT, PIN - 670012

4 **THE EXECUTIVE ENGINEER**
OFFICE OF THE EXECUTIVE ENGINEER, PROJECT DIVISION, KERALA WATER AUTHORITY, MATTANNOR, KANNUR, PIN – 670702

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1611 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.25227 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

KASHMIRILAL CONSTRUCTION PVT. LTD
825 GANDHI CHOWK, RANIKHET, ALMORA DISTRICT, UTTARAKHAND, (LOCAL OFFICE) PATTAR VALIYATH, MARUNNAN SHOPPING COMPLEX, WARD NO.13, 384, KUNNOTHUPARAMPA - POILUR ROAD, PARAT, THUVAKUNNU, KOLAVELLOOR, KANNUR, REP. BY ITS, DIRECTOR, VIVEK AGARWAL, S/O. KASHMIRILAL AGARWAL, AGED 54 YEARS, PIN - 670693

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER

RESPONDENTS:

1 KERALA WATER AUTHORITY
REPRESENTED BY ITS MANAGING DIRECTOR, HEAD OFFICE, JALABHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 THE SUPERINTENDING ENGINEER
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, KOTTAYAM, PIN - 686002

3 THE EXECUTIVE ENGINEER
KERALA WATER AUTHORITY, PROJECT DIVISION, KOTTAYAM, KOTTAYAM DISTRICT, PIN – 686002

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1612 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.25412 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

KASHMIRILAL CONSTRUCTION PVT. LTD
825 GANDHI CHOWK, RANIKHET, ALMORA DISTRICT,
UTTARAKHAND-263645, (LOCAL OFFICE) PATTAR VALIYATH,
MARUNNAN SHOPPING COMPLEX, WARD NO.13, 384,
KUNNOTHUPARAMPA - POILUR ROAD, PARAT, THUVAKUNNU,
KOLAVELLOOR, KANNUR, REP. BY ITS, DIRECTOR, VIVEK
AGARWAL, S/O. KASHMIRILAL AGARWAL, AGED 55 YEARS, PIN -
670693

BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER

RESPONDENTS:

2026:KER:73174

1 **KERALA WATER AUTHORITY**
REPRESENTED BY ITS MANAGING DIRECTOR, HEAD OFFICE, JALABHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 **THE SUPERINTENDING ENGINEER**
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, KANNUR DISTRICT, PIN - 670012

3 **THE EXECUTIVE ENGINEER**
OFFICE OF THE EXECUTIVE ENGINEER, PROJECT DIVISION, KERALA WATER AUTHORITY, MATTANNOR, KANNUR, PIN - 670702

4 **THE EXECUTIVE ENGINEER**
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SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE THE CHIEF JUSTICE MR. SOUMEN SEN

&

THE HONOURABLE MR. JUSTICE SYAM KUMAR V.M.

WEDNESDAY, THE 23RD DAY OF SEPTEMBER 2026 / 1ST ASWINA, 1948

WA NO. 1634 OF 2026

AGAINST THE JUDGMENT DATED 08.06.2026 IN WP(C) NO.25429 OF 2025 OF HIGH COURT OF KERALA

APPELLANT:

**KASHMIRILAL CONSTRUCTION PVT. LTD
825 GANDHI CHOWK, RANIKHET, ALMORA DISTRICT, UTTARAKHAND-263645, (LOCAL OFFICE) PATTAR VALIYATH, MARUNNAN SHOPPING COMPLEX, WARD NO.13, 384, KUNNOTHUPARAMPA - POILUR ROAD, PARAT, THUVAKUNNU, KOLAVELLOOR, KANNUR, REP. BY ITS, DIRECTOR, VIVEK AGARWAL, S/O. KASHMIRILAL AGARWAL, AGED 55 YEARS, PIN - 670693**

**BY ADVS.
SRI.GEORGE MATHEW
SHRI.SUNIL KUMAR A.G
SHRI.MATHEW K.T.
SHRI.GEORGE K.V.
SHRI.ADITHYA BENZEER**

RESPONDENTS:

1 **KERALA WATER AUTHORITY**
REPRESENTED BY ITS MANAGING DIRECTOR, HEAD OFFICE, JALABHAVAN, VELLAYAMBALAM, THIRUVANANTHAPURAM, PIN - 695033

2 **THE SUPERINTENDING ENGINEER**
OFFICE OF THE SUPERINTENDING ENGINEER, P.H. CIRCLE, KERALA WATER AUTHORITY, KANNUR DISTRICT, PIN - 670012

3 **THE EXECUTIVE ENGINEER**
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4 **THE EXECUTIVE ENGINEER**
OFFICE OF THE EXECUTIVE ENGINEER, PROJECT DIVISION, KERALA WATER AUTHORITY, MATTANNOR, KANNUR, PIN – 670702

SHRI K. GOPALAKRISHNA KURUP (SR)
SHRI GOERGIE JOHNY – SC, KERALA WATER AUTHORITY

THIS WRIT APPEAL HAVING BEEN FINALLY HEARD ON 15.09.2026, ALONG WITH W.A.1323/2026 AND CONNECTED CASES, THE COURT ON THE 23.09.2026 DELIVERED THE FOLLOWING:

2026:KER:73174

'CR'

SOUMEN SEN, C.J.

&

SYAM KUMAR V. M, J.

W.A. Nos.1323, 1447, 1449, 1450, 1453, 1458, 1466, 1467, 1469, 1470, 1471, 1472, 1473, 1477, 1482, 1485, 1487, 1488, 1490, 1492, 1493, 1494, 1496, 1498, 1499, 1501, 1503, 1506, 1511, 1512, 1518, 1520, 1523, 1534, 1538, 1541, 1569, 1570, 1594, 1597, 1598, 1607, 1611, 1612 & 1634 of 2026

Dated this the 23rd day of September, 2026

J U D G M E N T

Soumen Sen, CJ

The appellants are the contractors who are aggrieved by the order passed by the learned Single Judge on 8th June, 2026 in W.P.(C) No.44761 of 2024 along with connected matters whereby the prayer of the writ petitioners to direct the Kerala Water Authority (in short, "KWA") to release the amount payable to the writ petitioners towards the value of supply made by it at the rates quoted in respect of such goods supplied instead of 80% of the estimated value of the supplied goods was refused.

2. W.A. No.1323 of 2026 is taken as the lead matter. The relevant facts are stated below.

3. The appellant entered into a contract with the KWA for executing work under Jal Jeevan Mission. The said contract was on Bill of Quantities (in short, “BoQ”) basis and the work was captioned “JJM-5th SWSM – CWSS to Vazhappally, Thrikkodithanam, Paippad, Kurichy & Changanassery Municipality – Design construction and commissioning of 22 MLD Water Treatment Plant at Morkulangara and allied works, including 3 year O & M, 20 LL OH tank, SCADA, 500 mm DI K9 pumping main and road restoration” (hereinafter referred to as “the work”). The appellant claimed that the work covered by the notice inviting tender (NIT) has three components, namely;

i) supply and laying of pipelines

ii) construction of water treatment plant and

iii) supply and installation of components incidental to the above works.

4. Volume II of the NIT contains special conditions for Jal Jeevan Mission Scheme works.

5. The appellant entered into an Agreement No.04/ 2025-26 on 15th April, 2025, to execute the aforesaid work.

6. In terms of the aforesaid agreement, the appellant claimed to have supplied a substantial portion of pipes required for execution of the work and the entire work executed was inspected by the competent authority. The appellant claimed that a sum of ₹1,84,86,916/- is due and payable towards the value of the supplies made, which was arrived at after deductions towards taxes, Kerala Construction Workers Welfare Fund and the retention amount of 2.5%. The net amount payable as per the voucher issued to the appellant for the purpose of effecting payment, after deducting GST, would come to ₹2,04,28,042/-. The said amount was alleged to have been arrived at by the respondents after taking into consideration

the estimated value of the goods supplied instead of the value quoted by the appellant for each and every item supplied by it.

7. Before the learned Single Judge, the writ petitioners had specifically argued that the amount payable to the petitioners towards the value of supply made should not be confined to 80% of the estimated rate instead of the quoted rate , which is much higher than the estimated rates. The petitioners contended that the reliance placed by the respondents upon Clauses 8.8 and 9.14.1.6 of Exhibit-P1 was erroneous , as the said clauses can be made applicable not in respect of itemized contracts.

8. In the counter affidavit filed by the KWA, the reason for limiting the payment up to 80% of the estimated value of the supplies was tried to be explained by referring to Clauses 8.8 and 9.14.1.6 of the contract. The KWA contended that the said clauses would clearly show that the payment towards supplies can only be 80% of the estimated value. The petitioners had submitted the tender after going through the terms and

conditions of the NIT,and once the tender submitted is accepted and the work is awarded, the writ petitioners cannot question the aforesaid clauses.

9. In W.P.(C) No.38133 of 2024, the Kerala Infrastructure Investment Fund Board (KIIFB) was impleaded as it is the funding agency of the project.

10. Mr. S. Ramesh Babu, the learned Senior Counsel, assisted by Mr. N. Krishna Prasad, the learned counsel appearing on behalf of the appellants, has argued that when the appellants had quoted separately for each and every item with specified rates, under no circumstances, could the respondents deny payment of the quoted rate of the items supplied. The quoted rates in respect of the goods supplied are higher. The respondents have throughout contended that the payment effected by them was strictly as per the contractual terms and conditions as evidenced by the Exhibit-P1 agreement and, therefore, acceptance of the said terms and conditions by the appellants and execution of the work based on the work

awarded in terms of the agreements clearly estop KWA from denying such payment. KWA has already benefited from the execution of the said work. The terms and conditions have been acted upon and performed. The authorities concerned, having accepted the performance, cannot now deny release of the amounts in accordance with such terms.

11. The learned Senior Counsel has further submitted that Clause 9.14.1.6 cannot be made applicable to the supplies effected by the appellants in view of the fact that those clauses are relevant only in respect of lump sum contract and not in respect of itemized contract as entered into by the appellants with the KWA. The learned Senior Counsel has placed reliance upon the terms *"the break up of payment as secured advance which shall be considered by the authority in accordance with the relevant provisions of the Rules for release of secured advance in KWA"* in Clause 8.8. It is contended that the contract in question is an item-wise contract where the rates on each item are specifically quoted and the relevance of break up

of payment as envisaged in Clause 8.8 of Exhibit-P1 arises only in cases of lump sum contracts. In other words, according to the learned Senior Counsel, *"approved payment break up"* is one of the essential conditions for attracting Clause 8.8 and in the contracts which are the subject matter of these writ petitions, no provisions have been made for such payment breakup. Therefore, it was contended that the same cannot be made applicable.

12. The stand of the KWA and other State respondents before the learned Single Judge was that the appellants cannot claim the amount payable towards value of supply on the basis of the quoted rate for each of the items and claim of the appellants can only be entertained and considered for 80% of the value of the tested material he has supplied at site. It was submitted that Clause 8.8 of Exhibit-P1 NIT as well as Clause 9.14.1.6 justify that the contractor is entitled to raise a claim for 80% of the value of the tested materials (pipes) at the estimated rates/quoted rates, whichever is lesser and in

accordance with the break up of the payments approved as secured advance, which shall be considered by the authority in accordance with the relevant provisions of the rules for release of secured advance in KWA. They have referred to the proceedings of the Managing Director of KWA dated 23rd March, 2019 based on the Board resolution of the KWA bearing No. 10971 of the 407th meeting of the KWA on 28th November, 2018 to argue that it can be seen from the said proceedings that the KWA had indeed taken a conscious decision to incorporate certain clauses, including Clause 9.14.1.6, in the tender document.

13. The learned Senior Counsel has contended that the NIT is a standard form document of the KWA for both itemized and lump sum contracts. The said document contains several terms and conditions, and all of them may not be applicable in a given contract. The mere retention of a clause in the standard document does not make it applicable irrespective of the nature of the contract. In an item-rate BoQ contract, every item is

separately described and carries a separately accepted rate. Payment becomes due upon execution, measurement, check measurement and certification of that item. The accepted BoQ itself forms the contractual basis for payment, unlike a lump-sum contract where interim payments may be made on the basis of an approved stage-wise payment breakup. Clause 8.8 expressly refers to secured advance being released in accordance with an approved payment breakup. The absence of any approved payment breakup in the appellants' contract clearly demonstrates that the clause was not intended to govern payment for independently completed BoQ items. A secured advance is an advance against materials brought to the site before the entitlement for the relevant stage of work has matured. Where supply itself is a separately priced and independently measurable BoQ item, payment upon certification is not an advance but the consideration due for the completed item.

14. It is further argued that Clause 9.14.1.6 is enabling

in character. When applied to a completed and certified item in an item-rate contract, it is impermissibly converted into a restrictive clause truncating an already matured entitlement. Such a restrictive consequence cannot be inferred in the absence of clear and express contractual language. There is no contractual clause linking payment for supply of pipes to their subsequent laying, installation, testing, commissioning, inter-connection or completion of any other item. Each such activity is separately included and separately priced in the accepted BoQ, and the respondents cannot create a linkage which the parties did not incorporate in the contract.

15. It is submitted that although the learned Single Judge has observed that the balance amount would eventually be paid, neither the contract nor the impugned judgment identifies when such payment becomes due. There is no triggering event, stage or time limit for release of the balance 20% or the difference between the departmental estimate rate and the accepted BoQ rate. The interpretation accepted in the

impugned judgment results in indefinite deferment of an admitted contractual liability and destroys business efficacy. It is commercially inconceivable that a contractor would agree to supply costly materials at an accepted rate while receiving only 80% of an undisclosed departmental estimate rate, without knowing when the balance contractual amount would be paid.

16. It is submitted that a contractual term may be implied only when it is necessary to give business efficacy to the transaction and is something so obvious that it goes without saying that the parties, who are businessmen, must have intended it; that, in all events, it must have been in the contemplation of both parties that, if a bystander were to suggest some express provision, they would exclaim, "Oh, of course." An implied stipulation that the balance payment would become due only upon an unidentified future event satisfies none of these requirements. The learned Single Judge failed to interpret the contract as a whole. Clauses 8.8 and 9.14.1.6 could not have been read in isolation from the accepted BoQ,

the independent description of the supply item, the absence of an approved payment breakup and the absence of any linkage clause.

17. It is submitted that the reference to the judgments of the Hon'ble Supreme Court in ***Jagdish Mandal v. State of Orissa and Others***[1] and ***Tata Motors Limited v. Brihan Mumbai Electric Supply and Transport Undertaking (Best) and Others***[2] may not have any application to the present facts and circumstances of the case, as the present case does not concern evaluation of bids or award of a contract but the arbitrary withholding of payment after the tender had been awarded, the agreement executed and the relevant item completed and certified. The appellants did not seek adjudication of a disputed claim for damages or breach of contract. The issue was a pure question of interpretation and applicability of standard form contractual clauses by a statutory authority, which was capable of determination of the

1 (2007) 14 SCC 517
2 (2023) 19 SCC 1

admitted facts and documents under Article 226 of the Constitution of India.

18. The learned Senior Counsel submitted that the appellants had been awarded a BoQ contract. Under the accepted BoQ, the supply of tested materials, including pipes, constituted a separate item. According to the learned Senior Counsel, there was no stipulation in the BoQ restricting payment upon completion and certification of the supply. The grievance of the appellants arose when the KWA limited payment for the supply of tested materials to 80% of the estimated cost or the agreed rate, whichever was less.

19. It is submitted that the aforesaid restriction was sought to be justified by the respondents on the basis of Clauses 8.8, 9.14.1.6, 8.15.1 and 8.16 of the NIT Conditions, Volume I. The learned Senior Counsel for the respondents contended that the said clauses formed part of a standard-format contract and had no application in the context of an item-wise rate contract, but were applicable only in the context

of lump-sum contracts.

20. It is submitted that though the respondents had initially contended before the learned Single Judge that the contracts were lump-sum contracts, the learned Single Judge had accepted the contention of the appellants that the contracts were item – wise contracts. The submissions of the appellants in the writ appeals, therefore, proceeded on that basis.

21. It is also contended that the fundamental distinction between an item-wise rate contract and a lump-sum contract was required to be borne in mind. In an item-wise rate contract, the agreement is for execution of the individual items specified in the BoQ at the agreed rates, whereas, in a lump-sum contract, the agreement is for execution of a finished work for the agreed lump-sum consideration. Thus, the learned Senior Counsel submitted that item-rate BoQ contracts are also described as measurement or re-measurement contracts.

22. It is further submitted that in an item-rate BoQ

contract, the accepted Schedule contains the list of items and the expected quantities of work, with the contractor quoting a rate for each individual item. The items included in the Schedule and executed at site are measured, check measured and certified for payment. The payment mechanism of the KWA is also governed by the applicable statutory and regulatory provisions, including the Kerala Public Works Account Code, Kerala Financial Code and Kerala Treasury Code.

23. According to Mr. Babu, once payment becomes due upon completion of an individual item in an item-rate BoQ contract, there could ordinarily be only two methods by which such payment could be deferred. The first method would be by incorporating a restrictive clause providing that, notwithstanding completion of the item, the balance amount would be paid only within a specified period. It is further submitted that the contract in the present case contained no such provision.

24. The learned Senior Counsel submitted that the

learned Single Judge had observed that the amounts would eventually be released to the appellants subject to the terms and conditions of the agreement. According to the appellants, however, the agreement did not contain any provision indicating when or under what circumstances the balance amount, after payment of 80%, would become payable. The absence of any such provision, it is contended, was material to the dispute.

25. The second method by which payment for an item in an item-rate BoQ contract could be deferred would be by incorporating a specific linkage clause, linking full payment of one item with the execution of another item in the BoQ. Mr. Ramesh Babu has referred particularly to Serial Nos. 1.002 and 1.008 of the item-wise BoQ at Page No.246 of the paper book and submitted that the supply of pipes was treated as an individual item. The BoQ did not link payment for that item with the execution of any other item. It is further submitted that the terms and conditions, which could not override the

BoQ, also contained no such linkage. He has relied upon the decision in ***C.A. George v. State of Kerala***[3] for the proposition that the BoQ would have precedence over the conditions in the tender.

26. The learned Senior Counsel then addressed the question whether Clause 9.14.1.6, read either independently or along with Clause 8.8 of the NIT Conditions, was an enabling clause or a restrictive clause and has submitted that this was a seminal issue arising for consideration and that either approach—whether Clause 9.14.1.6 was read with Clause 8.8 or independently—would lead to the same conclusion. The learned Senior Counsel has referred to Clause 8.8, which provides that there shall be no mobilisation advance, but enables the contractor to raise a claim for 80% of the value of tested materials supplied at site, at the estimated or quoted rate, whichever is less, and in accordance with the approved break-up of payment, as a secured advance, subject to

[3] AIR OnLine 2019 Ker 713

consideration by the Authority in accordance with the relevant provisions.

27. According to Mr. Ramesh Babu, Clause 8.8, which was also reflected in Clause 9.14.1.6, was clearly an enabling provision. This was further reinforced by the description of the payment as a "secured advance". He submitted that a secured advance is a payment made against materials supplied, where the entitlement to the regular payment has not yet arisen, and the Department retains a lien over the materials. Reference was made to the provisions of the Kerala Public Works Account Code dealing with the release of intermediate payment, secured advances, forms of bills and vouchers, preparation, examination and payment of bills, advances to contractors.

28. The learned Senior Counsel has submitted that the reference in Clause 8.8 to an "approved break-up of payment" was significant. According to the learned Senior Counsel, there was no concept of an approved break-up of payment in an item-wise rate BoQ because the accepted Schedule itself contains

each item and the rate agreed in respect of that item. He further submitted that the concept of an approved payment break-up had relevance in the context of a lump-sum contract, particularly where the Authority invites a tender for execution of a finished or turnkey work and interim payments are to be made at different stages on the basis of an approved payment break-up.

29. Mr. Ramesh Babu has further submitted that when this issue was initially raised before the learned Single Judge, an interim order dated 27th June, 2024 was passed specifically concerning the existence of an approved payment break-up in respect of an item-rate BoQ contract. According to the learned Senior Counsel, the approved payment break-up, if any, was never produced.

30. Mr. Babu has referred to Clause 8.16 of the NIT Conditions dealing with payments to the contractor and submitted that the said clause made it clear that the payment method contemplated an approved break-up expressed as a

percentage of the contract value. According to him, such a concept had no application to an item-wise rate BoQ contract where the rates were separately agreed for each item.

31. It was, therefore, submitted that, if Clause 8.16 concerning an approved payment break-up was applied to the present item-wise contract, the contractual scheme would become unworkable. It is contended that a proper reading of the contract conditions themselves demonstrated that the reference in Clauses 8.8 and 9.14.1.6 was intended to operate in the context of a lump-sum contract.

32. The learned Senior Counsel alternatively submitted that, even on a plain reading of Clause 9.14.1.6, the provision merely contemplated payment of 80% of the amount due, namely, 80% of the estimated or agreed amount, whichever was less. If the provision were treated as an enabling clause, it would render the item-rate contract commercially unworkable, because the fundamental basis of an item-rate contract is that payment becomes due upon completion of the relevant item.

33. It was, therefore, submitted that when Clause 9.14.1.6 is read in the context of the fundamental features of an item-wise BoQ contract, it cannot properly be regarded as an enabling clause and could be treated as a restrictive clause. He also submitted that, if Clause 9.14.1.6 was treated as a restrictive clause, the absence of any provision prescribing the consequences of such restriction would render the clause inapplicable in the present context. According to the appellants, a clause intended to limit the payment rights arising upon completion of an item-rate contract would require explicit conditions specifying the manner and circumstances in which such limitation would operate.

34. It is submitted that Clauses 8.8 and 9.14.1.6 could be understood as operating only in the context of a lump-sum contract. In such contracts, the KWA provides for stage-wise payments and Clause 8.16 expressly contemplates an approved payment break-up prepared by the KWA, which forms the basis for payment.

35. According to Mr. Babu, in a lump-sum contract, payment becomes due upon completion of the relevant stage in accordance with the approved payment break-up. When this contractual arrangement is considered along with the circular referred to by the learned Single Judge, the circumstances in which payments could otherwise remain blocked explained the need for a provision such as Clause 8.8 read with Clause 9.14.1.6.

36. The learned Senior Counsel also had relied upon the Kerala Water Authority (Authentication of Orders, Assurance of Property and Execution of Contracts) Regulations, 1992, and submitted that the said Regulations made the relevant provisions of the Kerala Financial Code and Kerala Treasury Code applicable to the Authority and the same principles also apply to all Government contracts.

37. It was submitted that in the argument note filed before the learned Single Judge, particular reliance had been placed upon the provisions of the Kerala Public Works Account

Code, Kerala Financial Code and Kerala Treasury Code to demonstrate that Clause 9.14.1.6, read with Clause 8.8 and its reference to secured advance, could operate only in the context of a lump-sum contract.

38. The learned Senior Counsel submitted that the relevant provisions of the Codes had specifically been placed before the learned Single Judge to demonstrate that certain clauses contained in the standard-format contract had no application to the present contractual arrangement. According to the appellant, the juxtaposition of the provisions of the Codes with the Duties of Employees Regulations had also been dealt with in the earlier argument note, but the said aspect had not received adequate consideration.

39. The learned Senior Counsel has submitted that the contract being commercial in nature, the meaning of a contract must be gathered by adopting a commonsense approach and that the interpretation of a commercial contract must take into account the circumstances, apparent conduct, commercial

facets of the transaction and, whenever necessary apply the principle of business efficacy to make it workable. The learned Senior Counsel has submitted that the agreement is commercial in nature and that, in the construction of clauses in commercial contracts it is necessary to give business efficacy rather than invalidate a claim that may be opposed to such rule. Mr. Babu has relied upon the decision in ***Union of India v. D.N. Revri & Co.***[4], for the proposition that a contract is a commercial document and must be interpreted in a manner which gives efficacy to the contract rather than invalidating it.

40. Applying the principle laid down in paragraph 7 of the decision in ***D.N. Revri & Co.*** *(supra)* to the present case, it is argued that it would make no commercial sense for the appellants, which were aware that the KWA was using a standard-format contract, to have agreed to a truncated payment for an item-rate contract without there being any indication whatsoever as to when or in what circumstances the

[4] (1976) 4 SCC 147

balance amount would be paid.

41. The learned Senior Counsel has also relied upon paragraph 97 of the decision in ***Cox and Kings Limited v. SAP India Pvt. Ltd.***[5] to argue that the Courts must interpret contracts in a manner that would give them a sense of efficacy rather than invalidating the commercial interests of the parties.

42. The learned Single Judge had adopted a textual approach to the Clauses without considering the very nature of the contract as an item-rate BoQ contract. It was submitted that a textual interpretation from the contractual context would lead to a result which had no commercial sense and never had been the intention of the parties.

43. Mr. Babu, however, has clarified that the appellants did not dispute the general proposition that a plain reading of contractual terms is ordinarily the norm. The submission was that such an exercise was necessarily subject, first, to the applicability of the particular clause to the contract in question,

[5] 2023 SCC OnLine SC 1634

and secondly, to the commercial consequences of the construction adopted. According to the appellants, once the applicability of the clauses to an item-rate contract was examined in its proper context, there would be no disharmony in the contractual scheme.

44. Mr. Babu has further relied upon the decisions in ***Investors Compensation Scheme Ltd. v. West Bromwich Building Society***[6]; ***Chartbrook Ltd. v. Persimmon Homes Ltd.***[7]; and ***Rainy Sky SA v. Kookmin Bank***[8], in support of the principle that in appropriate circumstances, literal interpretation must give way to a construction which accords with the commercial sense of the transaction. The question whether any term could be implied into the contract so as to defer or restrict the entitlement of the appellants, reliance has been placed upon the decision of the Hon'ble Supreme Court in ***Nabha Power Ltd. v. Punjab State Power Corporation Ltd***.[9].

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6 (1998) 1 WLR 896
7 (2009) UKHL 38
8 (2011) 1 WLR 2900
9 (2018) 11 SCC 508

45. It is submitted that the decision in ***Nabha Power Ltd.*** *(supra)* emphasises the significance of context and commercial sense in construing commercial contracts and that any attempt to imply a term into the present contract would have to satisfy the principles constituting the Penta Test. It is also submitted that it has been held in the said decision that commercial courts are to be understood in a commercial sense, and the argument on behalf of the appellants that "item-wise" BoQ shall be paid fully and not 80% of the estimate rate does not make any commercial sense, as it does without saying that the parties have never intended to link item-wise BoQ to the completion of the project.

46. It is submitted that the main argument note filed before the learned Single Judge had specifically dealt with the principles governing implication of terms and had demonstrated that any attempt to imply a term deferring payment or linking payment for one item with another would fail the Penta Test. According to the appellant, the impugned judgment had not

addressed this aspect, as it proceeded substantially on the applicability of the contractual conditions and the absence of a challenge to those conditions.

47. Mr. Babu has further contended that standard printed clauses which contain inapplicable or redundant clauses cannot be mechanically applied to a particular contractual situation and in this regard, reliance was placed upon the decisions in ***M.K. Abraham v. State of Kerala***[10] and ***McDermott International Inc. v. Burn Standard Co. Ltd.***[11] The learned Senior Counsel for the appellants, on the basis of the aforesaid submissions, has sought for setting aside the impugned judgment.

48. *Per Contra*, Mr. K. Gopalakrishna Kurup, the learned Senior Counsel, assisted by Mr. Georgie Johny, the learned counsel for the KWA, submitted that the common judgment dated 8th June, 2026 disposed of 190 writ petitions involving

[10] (2009) 7 SCC 636
[11] (2006) 11 SCC 181

the identical contractual issue regarding the entitlement to claim 100% of the price of materials supplied and only 45 appeals have been filed. The remaining writ petitions have attained finality. Mr. Kurup has relied upon the decisions of this Court in ***Deputy Director of Collegiate Education & Others v. Dr. Serji***[12], ***State of Kerala v. Anisha Varghese,***[13] and the Hon'ble Supreme Court in ***Sri Gangai Vinayagar Temple & Another v. Meenakshi Ammal & Others***[14], wherein it was held that findings in unappealed matters forming part of a common judgment operate as *res judicata.* Hence, the present appeals are liable to be dismissed on this preliminary ground itself.

49. Mr. Kurup has submitted that the issue to be determined in these writ appeals is not whether the contract is an item-rate contract. The question is whether a separately valued BoQ item for supply can be treated as an independent

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[12] Judgment dated 14th March, 2012 in W.A. No.1181 of 2014
[13] 2025 KHC 1505
[14] (2015) 3 SCC 624

contractual obligation to claim 100% payment, notwithstanding Clause 9.14.1.6, which specifically restricts payment on supply to 80%.

50. The learned Senior Counsel has submitted that the appellants incorrectly equate separate BoQ valuation with contractual severability. The supply of pipes may be separately measurable and valued, but the tender does not treat supply as an independent contract or as completion of the Work. Reference was made to the definition of 'Work' in Clause 9 of the Definitions and the 'Name of Work' to contend that the contractual obligation comprises design, construction, supply, laying, testing, commissioning and maintenance, and that the relevant component is described as "Supply and laying of Distribution System" and "Supply and Laying of Pipes and Specials". Mr. Kurup has taken us through the NIT, forms of agreement and the declaration executed by the appellants to show that the appellants have acknowledged and accepted payment of 80% of the tested materials as mobilisation

advance, well reflected in Clauses 8.8 and 9.14.1.6 of the contract. It is the mode of payment agreed irrespective of the nature of the contract. It is thus submitted that these provisions show that separate pricing of supply is for measurement and valuation and it does not sever supply from the larger contractual performance.

51. The learned Senior Counsel for the KWA has placed reliance upon the judgment of this Court in ***Manoharan D. v. Union of India***[15], particularly paragraphs 45, 49 and 50, to contend that the mere fact that items are separately priced in a BoQ does not render an otherwise indivisible works contract divisible.

52. The learned Senior Counsel submitted that the same composite character is recognized in the impugned judgment whereby the learned Single Judge rejected the attempt to treat supply as an independent sale and held, in substance, that supply is part of the larger contractual obligation, and that

[15] 2026 KHC OnLine 2170

supply alone does not complete the contractor's obligations.

53. Mr. Kurup has further submitted that, if any ambiguity arises in the interpretation of tender conditions, the interpretation adopted by the KWA, being the author of the tender, is entitled to due deference and in this context, reliance was placed upon the decisions in ***Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corporation Ltd.***[16], ***Silppi Constructions Contractors v. Union of India***[17] and ***Agmatel India Pvt. Ltd. v. Resoursys Telecom.***[18]

54. The learned Senior Counsel has further submitted that the reliance placed by the appellants upon the Penta Test is misplaced, since the respondents are not seeking to imply any term into the contract. Rather, the express provisions of the tender, including Clauses 9.14.1.1 to 9.14.1.6, Clause 7.1 and Clause 6.16, are required to be read together. Referring to paragraphs 49 and 72 of the decision in ***Nabha Power Ltd***.

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16 (2016) 16 SCC 818
17 (2020) 16 SCC 489
18 (2022) 5 SCC 362

(supra), it was submitted that, in view of the aforesaid express provisions dealing with the terms of the tender mutually agreed upon by the parties at the time of execution of the contract, the appellants cannot be heard to contend at this stage that the payments to be released in respect of item-wise BoQ would be 100%, which interpretation, if accepted, would go against the basic canon of interpretation of a contract.

55. Relying upon the decision in ***Agmatel India Pvt. Ltd.*** *(supra)*, it was submitted that the Court is only required to interpret the existing contractual terms and not imply an unstated "item-rate exception" which would render Clause 9.14.1.6 ineffective. The appellants, therefore, cannot introduce an unstated "item-rate exception" which would neutralise Clause 9.14.1.6.

56. Mr. Kurup has also submitted that Clause 9.14.1.6 directly regulates the supply-stage bill and contains no exception for an item-rate contract. It provides: "On each supply, Contractor may submit bills for materials supplied not

exceeding 80% of estimate rate / quoted rate of materials, whichever is less". The BoQ determines the agreed valuation of the item, whereas Clause 9.14.1.6 determines what is billable at the supply stage. The two provisions operate in different fields and can be harmoniously given effect to. The impugned judgment, in paragraph 15, has specifically treated Clause 9.14.1.6 as an independent provision governing payment on each supply.

57. Mr. Kurup has also submitted that the balance 20% cannot be treated as automatically payable merely upon delivery of the materials. It is argued that Clause 9.14.1.6 governs the amount billable at the supply stage, while the remaining contractual entitlement has to be understood with reference to completion of the defined Work, which includes supply, laying, testing and commissioning. Thus, supply constitutes only a stage in the performance of the Work and not completion of the Work itself, and submitted that the 80% provision governs the supply stage; the balance follows

completion of the contractual Work in the manner contemplated by the tender.

58. As regards the departmental rate, the learned Senior Counsel submitted that the definition in Clause 14 defines “Departmental rate” as the rate worked out by the Authority based on departmental data and Schedule of Rates, together with conveyance and 10% towards the contractor's profit, except the cost of materials issued departmentally. The absence of a numerical departmental rate against every BoQ item, according to the learned Senior Counsel, is distinct from the absence of a contractual criterion, since the tender itself defines the concept which Clause 9.14.1.6 uses as one of the two comparators.

59. Mr. Kurup has submitted that the NIT, Scope of Work, BoQ, Letter of Acceptance, work order and Agreement must be read together. The Accepted Schedule cannot be treated as constituting the entire contract. The Agreement records the contractual documents and proceedings forming part of the

agreement and accepted by the parties.

60. It was accordingly submitted that the appellants' contention confuses item-wise valuation with severability of contractual performance; that no implied term is required to be introduced; that the Penta Test is not attracted; and that, in any event, the reasonable interpretation placed by the KWA, as the author of the tender, is entitled to deference. The learned Senior Counsel, therefore, prayed for dismissal of the appeals.

61. In brief response to the aforesaid submissions of the learned Senior Counsel for the KWA, Mr. Krishna Prasad, the learned counsel assisting Mr. Ramesh Babu, has submitted that the BoQ is a substratum of the contract upon which the entire edifice of the contract stands and it is a standalone component of the contract document which needs to be separated and segregated for the purpose of making full payment on an item-wise basis and is not relatable to any other clause in the agreement that contemplates payment of 80% of the estimated value of the supplied goods.

62. The learned counsel has also referred to the clauses alluded to above by the learned counsel for the parties, as well as to some of the clauses which we have taken note of in our observations, to reiterate that, although the contract may be indivisible, the payment obligation does not emanate from the indivisibility of the contract, but arises from the standalone nature of the BoQ in the contract.

Our Observations

63. In ***Afcons Infrastructure Ltd.*** *(supra)*, relied upon by the learned Senior Counsel for the KWA, at paragraphs 15 and 16, it was held as follows:

> *"15. <u>We may add that the owner or the employer of a project, having authored the tender documents, is the best person to understand and appreciate its requirements and interpret its documents.</u> The constitutional courts must defer to this understanding and appreciation of the tender documents, unless there is mala fide or perversity in the understanding or appreciation or in the application of the terms of the tender conditions. <u>It is possible that the owner or employer of a project may give an interpretation to the tender documents that is not acceptable to the constitutional courts but that by itself is not a reason for interfering with the interpretation given</u>.*

> *16. In the present appeals, although there does not appear to be any ambiguity or doubt about the interpretation given by NMRCL to the tender conditions, we are of the view that even if there was such an ambiguity or doubt, the High Court ought to have refrained from giving its own interpretation unless it had come to a clear conclusion that the interpretation given by NMRCL was perverse or mala fide or intended to favour one of the bidders. This was certainly not the case either before the High Court or before this Court."*
>
> *(emphasis supplied)*

64. In ***Silppi Constructions Contractors*** *(supra)*, replied upon by the learned Senior Counsel for the KWA, at paragraph 20, it was held as follows:

> *20. "…………. The authority which floats the contract or tender, and has authored the tender documents is the best judge as to how the documents have to be interpreted. If two interpretations are possible then the interpretation of the author must be accepted. The courts will only interfere to prevent arbitrariness, irrationality, bias, mala fides or perversity. With this approach in mind we shall deal with the present case.*

65. Similarly, in ***Agmatel India Pvt. Ltd.*** *(supra)*, at paragraphs 23 and 24, it was held as follows:

> *"23. We have given thoughtful consideration to the rival submissions and have examined the record with reference to the law applicable.*
>
> *24. The scope of judicial review in contractual matters,*

and particularly in relation to the process of interpretation of tender document, has been the subject-matter of discussion in various decisions of this Court. We need not multiply the authorities on the subject, as suffice it would be refer to the three-Judge Bench decision of this Court in Galaxy Transport Agencies [Galaxy Transport Agencies v. New J.K. Roadways, Fleet Owners & Transport Contractors, (2021) 16 SCC 808: 2020 SCC OnLine SC 1035] wherein, among others, the said decision in Afcons Infrastructure [Afcons Infrastructure Ltd. v. Nagpur Metro Rail Corpn. Ltd., (2016) 16 SCC 818] has also been considered; and this Court has disapproved the interference by the High Court in the interpretation by the tender inviting authority of the eligibility term relating to the category of vehicles required to be held by the bidders, in the tender floated for supply of vehicles for the carriage of troops and equipment."

66. The contract in question is an indivisible contract which includes BoQ.

67. Plans, drawings and specifications of building and engineering works are generally so complicated in their nature as to necessitate, if tenders are required, the making of calculations to ascertain the amount of each kind of work required under the contract, e.g. excavation, brickwork. The results of these calculations are called bills of quantities. [see Halsbury's Laws of England (2nd Edition) Vol. 3, para 187]. "Bill

of quantities" is the name given to a detailed statement of the different items of work, labour, and materials which it is estimated will be required for the proposed work. The bills of quantities are usually split up into several bills, such as the carpenters' bill and masons' bill, and are provided with a blank money column for the builder to fill up, and by the addition of the sums filled in the builder can arrive at the amount of the tender. The bills of quantities are usually prepared by quantity surveyors, but sometimes the architect himself undertakes the work (see Halsbury's Laws of England (2nd Edition) Vol. 3, para 190).

68. ***Hudson's Building and Engineering Contracts***[19] explains that Bill of Quantities is a detailed schedule of the quantities and items of work anticipated to be carried out under the contract, upon which the contractor tenders by assigning rates and prices to individual items. The BoQ thus serves as the contractual basis for identification, measurement

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[19] Hudson's Building and Engineering Contracts, Fourteenth Edition

and valuation of the various components of the works. Consequently, where the accepted BoQ separately identifies and prices different components of the contractor's obligations, the BoQ itself furnishes a factual and contractual basis for examining whether a particular item forms part of the assessable cost of construction.

69. The functional test of BoQ has been lucidly explained in ***Hudson's Building and Engineering Contracts***[20] *(supra)* as follows:

> *"In theory, bills of quantities should, depending on the terms of the contract, serve a number of functions:*
>
> *(i) they indicate with some precision to tendering contractors the amount and nature of the works they will have to carry out;*
>
> *(ii) they indicate to persons examining the tender on behalf of the owner a more detailed make up of the overall contract sum for tender comparison purposes;*
>
> *(iii) in measured, as opposed to lump sum contracts they are a precise measure of the quantity of work undertaken for the contract price, which will be adjusted once the work is complete and the actual*

[20] Hudson's Building and Engineering Contracts, (11th Edition) Vol.1 para 2.225, para 370) [Building Contracts]

quantity known, whether or not any variations have been ordered;

(iv) they form the contractual basis of valuing variations in the work (as opposed to the discrepancies between billed and actual quantities, arising from errors or inaccurate estimates of the quantities, which it is the purpose of a measured contract, but not a lump sum contract, to correct);

(v) in the RIBA standard forms of measured contract, they also contain the specification of the work."

(emphasis supplied)

70. A BoQ is a document, prepared in accordance with a standard method of measurement, that itemises the estimated quantities and descriptions of the work comprised in a building contract, priced by the contractor at tender stage. Because a BoQ breaks a project down into a long list of individually priced items, whether a BoQ contract should, for that reason, be treated as divisible rather than entire, the better view, consistent with Hudson, Keating and Emden, is that this depends entirely on the contractual role the BoQ is given — not on its item-wise format.

71. BoQ has two distinct and separate roles depending

on the nature of the contract. In a lump sum contract with quantities, the BoQ is used at tender stage only as a device to compute and check a single, fixed contract sum for the whole of the defined works, whereas in a re-measurement (measure-and-value) contract with approximate quantities the BoQ quantities are expressly stated to be provisional or approximate, and the contract provides that the actual quantities of work executed will be remeasured and valued at the billed (or adjusted) rates. Because the final sum genuinely tracks the quantity of work in fact carried out, item by item, at agreed rates, this arrangement is much closer in substance to a divisible contract.

72. Hudson's caution that interim payments are usually payments on account of an entire obligation, rather than proof of divisibility, applies with equal force to lump-sum BoQ contracts. Keating's distinction between lump-sum and measure-and-value contracts maps directly onto the distinction drawn above. Emden similarly treats the pricing mechanism – lump sum, bill of quantities, or re-measurement – as a question

of how payment is calculated, not as itself determinative of whether the underlying obligation to build is entire or divisible.

73. It follows that a BoQ contract is not automatically divisible merely because its price is broken into numerous priced items. The governing question remains the parties' intention as expressed in the payment and re-measurement machinery: if the BoQ is simply the computational basis for a single fixed price, the contract is properly regarded as entire; if the BoQ contracts are genuinely provisional and payment follows actual measured work, the contract functions, in substance, as divisible notwithstanding its single formal document.

74. There is no single mechanical formula that decides whether a contract is divisible or composite (entire/indivisible). Whether a contract is entire or divisible is answered by construing the contract as a whole, the overarching principle — its terms, its mode of payment, and the circumstances surrounding its making — to ascertain what the parties

actually intended.

75. An 'entire contract' (indivisible contract) is one where the entire fulfilment by one party of his obligations is a condition precedent to the liability of the other party.

76. Effectively, this means that any failure by the first party to carry out his part justifies the other party in repudiating. A severable contract, by contrast, is one in which this rule does not apply.

77. In an ‘entire contract’, the consideration is usually a lump sum which is payable only upon complete performance by the other party. The opposite of an entire contract is a severable contract, which is separable into parts, so that different parts of the consideration may be assigned to several parts of the performance, eg, agreement for payment on a pro rata basis. It is a question of construction of the contract whether it is entire or divisible.

78. The 'entire contract' rule also means that if the contractor completes the work but fails to carry all of it out

in accordance with the terms of the contract, he can recover nothing.

79. In a lump-sum contract, the role of a BoQ, if prepared, was as a guide to tendering Contractors to assist them in arriving at their lump sum tenders from the Employer's design drawings. In view of the risk element involved in the form of inaccuracy in the bills on the Contractor, the Employer employs a Quantity Surveyor to prepare a BoQ for tendering purposes.

80. There are two concepts which are often referred to which reflect the difference in treatment of price between a lump sum contract, where the Contractor undertakes to carry out defined work for a fixed lump sum, and contracts where the contract price is arrived at by re-measurement either during or at the end of the project, to establish the price for the work in fact undertaken.

81. Building contracts are entire in the sense that completion of the work or defined parts of the work is a

condition of the Contractor's entitlement to be paid. The contract price is inclusive of all works incidentally necessary to achieve completion of the works.

82. For lump-sum fixed price contracts, it is, therefore, important to understand the significance of the BoQ in the ascertainment of the contract price. A BoQ or schedule of rates may be included in the contract solely for the purposes of establishing the valuation of varied work, whether by omission or addition to the contractual scope of work. Alternatively, the scope of some part of the work may be defined by the quantities in the bill, so that the final contract value can only be finally calculated after the work has been undertaken and remeasured. The status of the estimate of quantities contained in the bill and the method by which the bill has been prepared and the cost of work described (as provided by the various standard methods of measurement), therefore, assume considerable importance in any discussion of the amount to which the Contractor is entitled. Further, the

incorporation of a description of works prepared according to one of the various standard methods assumes importance when considering the inclusive price principle. In a simple lump sum contract, the contract price will be taken to include all work incidentally necessary to achieve the contractual object, however difficult and costly that might prove to be. Whilst the inclusive price principle still has application in lump sum contracts where the work is only generally defined or where the Contractor is responsible for design-as generally with temporary work-the rigour of the application of the rule is much attenuated where bills of quantities are used, particularly if the description of the item in the bills is contractually required to be prepared in accordance with the relevant standard method of measurement.

83. In ***Emden's Construction Law***[21], the Express Terms as to Payment and Fixed price or lump sum are explained as follows:

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21 *Emden's Construction Law Volume 1, page 6-13*

“**[6.22]** Parties are free to agree any payment terms, provided that they do not conflict with the statutory requirements considered below. <u>All standard forms of building and engineering contracts contain express terms regulating the obligation to pay for the work. A number of different bases for pricing and payment are in common use. Payment terms are interpreted in the same way as other terms in the contract.</u>

[6.23] <u>A building contract priced in the traditional way requires the contractor to carry out and complete specified work for a fixed sum agreed in advance</u>. Under this system, the design needs to be virtually complete and the work quantified when it is put out to tender. <u>Contractors must be able to price the project accurately when tendering. To ensure uniformity and accuracy in the description of work given to contractors, bills of quantities will be drawn up according to a published standard method of measurement.</u> Where the contract documents are deemed to have been prepared in accordance with the standard method, and an item of necessary work is omitted which under the standard method ought to have been separately identified, the contractor will be entitled to an addition to the original contract price. (An example might be unpriced excavation in rock).”

“[**6.25**] There is a tendency to confuse ‘fixed price' contracts with 'entire' contracts. The source of the confusion is that the term ‘lump sum' contract may be applied indiscriminately to both. <u>A 'fixed price' contract is one where the contractor takes</u>

the risk of the contract work proving more extensive or expensive than originally foreseen, and takes the benefit if it is easier. An entire contract is one where the employer's obligation to pay only arises upon the contractor's completion of the works. In the absence of contractual or statutory provision for interim payments, an ordinary building contract for the carrying out of defined work would generally be an 'entire contract, ie, the obligation to complete is one and indivisible............"

(emphasis supplied)

84. The idea of an entire contract was vividly expressed by Sir George Jessel MR in ***Re Hall & Barker***[22] "..... If a shoemaker agrees to make a pair of shoes, he cannot offer you one shoe, and ask you to pay one-half of the price". However, it is possible for a contract to be so structured as to consist of 'entire' sections. In that event the appropriate part payment is due upon completion of each section (See ***Needler v. Guest***[23]). The question whether a contract is an entire contract should not be confused with the question whether there has been a total failure of consideration such as may give rise to a claim in

[22] (1878) 9 Ch D 538 at 545
[23] (1647) Aleyn 9, 82 ER 886[2012] EWCA Civ 1371, [16]-[17]

restitution as held in ***PC Harrington Contractors Ltd v. Systech International Ltd.***[24]

85. The bills of quantities may be incorporated into the contract to operate as part of the contractual definition of the work to be carried out.[see ***Emden's Construction Law*** (*supra*)]

86. In ***Keating on Construction Contracts***[25], *Bills of quantities* are explained in Chapter 1 at paragraph – 020, as follows:

> *"**Bill of quantities** Bills of quantities quantify the works in detail and are ordinarily prepared in accordance with an agreed standard method of measurement. Their purpose "is to put into words every obligation or service which will be required in carrying out the building project"[26]. They may not form part of the contract although they are submitted to the contractor for tender. Generally it requires express words in the articles of agreement to make the bills of quantities a contract document. They often contain a preamble, which includes further provisions on the method adopted in their preparation or the basis on which they are to be priced. The contractor's prices against each item,*

[24] (1647) Aleyn 9, 82 ER 886
[25] Keating on Construction Contracts, Eleventh Edition
[26] The Placing and Management of Building Contracts. (HMSO, 1944), the Simon Report, para.55.

> *whether a rate for a quantity or a price for an item, usually form the basis for valuing the work when applied to appropriate measurements."*
>
> *(emphasis supplied)*

87. In ***Keating on Construction Contracts*** *(supra)*, it is stated that an entire contract is an indivisible contract where entire performance by one party is a condition precedent to the liability of the other party and where therefore the contractor's right to payment depends on entire performance on its part. Whether a contract is an entire one is a matter of construction. Clear words are needed to bring an entire contract into existence (see *chapter 4 paragraph 004*). However, the court may be constrained by express words. It is explained as under:

> *"Where from the whole tenor of the agreement it appears that however unreasonable and oppressive a stipulation or condition may be, the one party intended to insist upon and the other to submit to it, a court of justice cannot do otherwise than give full effect to the terms which have been agreed upon between the parties without stopping to consider how far they may be reasonable or not."....*
>
> *(emphasis supplied)* (see *Chapter 5 paragraph 004)*

88. A lump sum contract in a Standard Form of Building Contract is normally a contract to complete the whole work for a lump sum. The whole work to be performed is that the contractor must carry out and complete the works in accordance with the contract documents. The lump sum payable could be the stated sum or such other sum as becomes payable under the contract. The contract may provide a right to be paid in instalments of the contract sum, which may be adjusted based on the certificate issued by the competent authority regarding the progress made or as stipulated in the contract. The entire completion of the project by the contractor is not a condition precedent to the right to call for and receive any payment where instalment payments have been envisaged in the contract. However, the right to receive the full payment depends on successful completion of the entire work when a final certificate is issued thereby giving a the contractor the right to claim release of the residue of the contract sum then retained.

89. In the background of the aforesaid discussion, the nature of the work assigned needs to be analysed with a view to find out if the appellants could claim the supply of the items independent of other works performed or to be performed. Moreover, as rightly pointed out by Mr. Gopalakrishna Kurup, the learned Senior Counsel appearing for the KWA, the question is whether a separately valued BoQ item for supply can be treated as an independent contractual obligation to claim 100% payment, notwithstanding Clause 9.14.1.6, which specifically restricts payment for supply to 80%. We have carefully considered the rival submissions and perused the materials placed on record.

90. A contract has to be read as a whole to understand the intention of the parties. A word cannot be picked out indiscriminately and interpreted *de hors* the object and purpose of the contract. Mere use of the words “item-wise supply” will not make a contract BoQ contract when it appears to be an indivisible contract leaning towards a “lump-sum contract”.

91.KWA issued an E-tender bearing No.34/2023-24/SE/PHC/MVPA for supply and laying distribution system and providing Functional Household Tap Connections (In short 'FHTCs') in Nedumkandam Panchayat-Pipeline Work. The said tender was under the Jal Jeevan Mission (JJM)-JJM-WSS to Nedumkandam, Pampadumpara, Upputhara, Elappara (part) and Arakkulam (part) Panchayats in Idukki District. The offers were invited for the aforesaid project from contractors with experience in designing, supplying, laying and commissioning of similar works/design, construction and commissioning of water treatment plants for the works mentioned in the said notice.

92. The format of the letter submitting tender requires the bidder to make the following declaration:

> "1. I/We ....on behalf of..............as the duly authorized person(s) in my/our official capacity as............... of the aforesaid firm, hereby submit this tender for your consideration. <u>I/we have read and understood all conditions of this document in full spirit and meaning. I/We hereby agree to accept all the conditions put forth in the succeeding pages</u>

<u>of this document without any deviations or with the exceptions, which may be expressly admitted and accepted by the tender accepting authority before the award of work. Preliminary agreement duly executed and signed in Rs.200/- worth stamp paper is also enclosed. Copy of the specifications duly signed is also enclosed.</u>

xx xxxx

<u>6. The tender submitted is fully in accordance with NIT and I/we agree to all NIT Conditions and any other conditions prevailing in KWA in Toto.</u>

<u>7. I have not included any conditions in quoting for this tender</u>."

(emphasis supplied)

93. The agreement refers to supply and laying distribution system and providing FHTCs in Nedumkandam Panchayat – Pipeline work. The "work" is defined in Clause 6 under the Definitions and Interpretations in sub-clause 9 as follows:

"'Work' means the work-project to be done as per the description in the tender document".

94. "Departmental rate" is defined in Clause 14 which reads as under:

> "'Departmental rate' means rate worked out by the Authority based on departmental data and Schedule of Rates plus conveyance plus 10% towards contractor's profit except on the cost of materials issued departmentally."

95. Tender conditions in Part I have described the "name of work" as follows:

> "Name of Work: Jal Jeevan Mission (JJM)-JJM-WSS TO NEDUMKANDAM, PAMPADUMPARA, UPPUTHARA, ELAPPARA (PART) AND ARAKULAM (PART) PANCHAYATHS IN IDUKKI DISTRICT – Supply and laying distribution system and Providing FHTCs in Nedumkandam Panchayath-Pipeline Work: successful tenderer shall be entrusted with the work of design, construction, supply, erection, pipe laying, commissioning and maintaining of all the Civil, Mechanical and Electrical components required for the completion of the project as described in the "Scope of Works" in Volume II".

96. In Volume-II of the tender document, the scope of the work has been enumerated and elaborated. It states that the project is aimed at providing potable drinking water to the households in Nedumkandam, Pampadumpara, Upputhara, Elappara (part) and Arakkulam (part) Panchayats in Idukki

District of Kerala State. The proposed project includes the following packages:

> "1. Supplying and Laying Distribution System and Providing FHTCs in Upputhara, Elappara(part) and Arakkulam(part) Panchayaths.
>
> 2. Supply and laying distribution system and Providing FHTCs in Pampadumpara Panchayath.
>
> 3. Supply and laying distribution system and providing FHTCs in Nedumkandam Panchayath.
>
> 4. Supplying and laying of CWPM from WTP to Kalyanathandu top including construction of Sump cum pump house and 11 LL GLSR.
>
> 5. Providing and Laying CWGM from Kalyanathandu to Nedumkandam SPH and construction of SPH.
>
> 6. Providing and Laying CWGMs, CWPM, construction of SPH, 6.5 LL & 65 LL GLSR in Upputhara.
>
> 7. Providing and laying CWPMS & CWGM and Construction of SPH & GLSR in Pampadumpara.
> 8. Supplying and laying of CWPM, SPH and Steel tank at Nedumkandam.
>
> 9. Supply, erection and commissioning of Transformer and pump sets for all zones, Power connection and electrification.
>
> 10. Construction of a new 35 MLD capacity water treatment plant.
>
> 11. Supply and erection of Floating Pumphouse.

12. Soil Investigation at Anchuruli WTP for Two Clariflocculators.

13. Soil Investigation at Anchuruli WTP for Aerator and Flash Mixer.

14. Soil Investigation at Anchuruli WTP for Filter hose and Settling tank.”

97. Under the heading ‘SCOPE OF WORK’ in Clause 2, it is clearly mentioned that this tender is invited as lump sum tender for the following works;

“i. Supply and laying 100mm, 150mm and 200mm DI K9 pipe lines.

ii. Supply and laying 90mm 8kg/10kg/16kg HDPE pipe lines.

Iii. Providing FHTC to households in Nedumkandam panchayaths.

iv. Road restoration work:

a) Restoration of earthen berm

Restore the earthen berm after pipe laying using granular sub base and compaction to required level.

b) Restoration of interlock tile

Restore the interlock tile after pipe laying after providing sub base and base using GSB, WMM etc. including compaction.

c) Restoration of concrete portion

Restore the concrete portion of road after pipe laying after providing sub base and base using GSB, WMM including compaction and PCC/RCC 1:3:6 and M20

d) Restoration of bituminous surface

Restore the bituminous portion of road after pipe laying after providing sub base and base, surface course using GSB, WMM, BM and BC with necessary compaction."

98. Under the special conditions for JJM contract, in Clause 12, it is stated as under:

"Any work shall be considered as completed only when the FHTCs are completed, commissioned, Geo tagged and incorporated in the GIS mapping with required attributes as instructed for the as-built drawings."

99. Clause 8.14.1 of the tender condition Part II refers to repayment of security deposit, which is stated as follows:

"For pipe laying works alone, the work will be treated as "completed" when it is ready for commissioning of all allied civil works with anchor blocks and thrust blocks including fitting of all valves, specials etc. without any gap closing works in the pipe line alignment and after completion of testing of pipe line laid. The completion Certificate will be issued by the concerned Assistant Executive Engineer in charge of the work within one month. Security deposit will be released as per the modified conditions on the grant of completion certificate as specified above. Release of performance guarantee, additional performance guarantee and performance security deposit will be as per GO(P) No.429/15 Fin dated Thiruvananthapuram 28/09/2015, GO(P)No. 19 / 2016 / 2016 / Fin dtd 03.02.2016, GO(P)No.124/2016/Fin dated 29/08/2016, GO(P) No.168/2018/Fin dtd 02.11.2018 and GO(P)No.1/2019/Fin/dtd 10.01.2019, (Copies of GOs given separately)."

100. In Clause 8.22, it is stated that it is necessary to ensure that the structure, equipment, pipelines and fittings which form part of the work comply with the specifications and shall be carried out at the site at the contractor's cost. If the completed work or any portion thereof is found to be defective before the works executed by the contractor are taken over by the Authority, the Executive Engineer will give the contractor a notice in writing setting forth the particulars of such defects and the contractor shall forthwith make the defective part, good or replace the same for satisfying the requirements of the contract. If the contractor refuses to comply with the instructions of the Executive Engineer within the specified period, the contractor is liable to be penalized as per Clause

8.10, which deals with the imposition of penalty. The probable amount of the contract for the JJM was ₹54,71,17,200/-. Clause 8.6 refers to the payment to the contractor. Clause 8.16.1 requires the tenderers to furnish a break-up for interim payments, in line with form BoQ limiting the amounts of such interim payments to the actual cost of work at the various stages, along with the tender itself. All such interim payments shall be in line with the percentage progress indicated in the schedule of the bar chart and have been achieved at site from time to time. The authority reserves the right to modify the percentage weight of each component of the project with respect to the total project cost based on the physical and financial implications of each of the components before the award of contract and this modified schedule, approved by the Superintending Engineer, shall form part of the agreement and this approved breakup of cost of the project shall form the basis for part payments to the contractor. For the purpose of payments, the bills are categorized in five as mentioned in Clause 8.16.2 which reads as under;

> "(a) Part-Bill Running Account Bill-Work in progress
>
> (b) Part-Bill-Running Account Bill-Work completed commissioning pending.
>
> (c) Part-Bill-Running Account Bill-Testing and commissioning completed.
>
> (d) Part-Bill-Running Account Bill-Part Maintenance Period
>
> (e) Part and Final Bill/Final Bill-Contracts scope completed."

101. In terms of Clause 8.16.6, the contractor shall prepare and submit the bills for payment with details of measurements for the quantum of work done. The measurements will be verified by the competent Engineer in charge of the work and transferred to the measurement group issued by the Authority for this purpose and submitted to the Executive Engineer in charge of the work. No work will be paid for unless thoroughly proved and fully in accordance with the

specifications. The tender condition in Part-II has referred to mobilisation advance in Clause 8.8 which reads as follows:

> "**Clause 8.8. Mobilisation advance**
>
> No mobilization advance shall be paid to the contractor. However the contractor shall raise a claim for 80% of the value of the tested materials (pipes) he has supplied at site, at the estimate rate/quoted rate whichever is less and in accordance with the break up of payment approved as secured advance, which shall be considered by the authority in accordance with the relevant provisions of the rules for release of as secured advance in KWA. Sanctioning of such secured advances shall be at the discretion of agreement authority and shall not be taken as a right of the contractor."
>
> *(emphasis supplied)*

102. The said clause would show that the contractor shall raise a claim for 80% of the value of the tested materials he has supplied at site, at the estimated or quoted rate whichever is less and in accordance with the break-up of payment approved as a secured advance. The procedures for supply and testing materials are mentioned in Part-III of the tender conditions in

Clauses 9.14.1.1, 9.14.1.2, 9.14.1.3, 9.14.1.4, 9.14.1.5, 9.14.1.6, which read as follows:

> "**9.14.1.1** All materials shall be supplied by the contractor in a phased manner as per the phased supply schedule prepared by the agreement executing authority. Quantity and time of each supply shall be specifically mentioned in this schedule in tune with the time of completion.
>
> **9.14.1.2** Schedule for phased supply of pipes and specials shall be prepared by the agreement executing authority based on the following criteria: a) Targeted progress of pipe laying works b) Availability of permission from other agencies (PWD, NH, NHAI, KSTP, KRFB, Corporation, Panchayath, etc.) for laying pipes.
>
> **9.14.1.3** Each supply of material shall be done by the Contractor only after getting written instruction from the Executive Engineer concerned.
>
> **9.14.1.4** The Executive Engineer in – charge shall direct the Contractor to place supply order in each phase after evaluating actual progress of laying of pipes supplied in the previous phase.
>
> **9.14.1.5** Agreement executing authority shall have the authority to modify the schedule for phased supply of remaining materials during the progress of work, if there is variation from the targeted progress.
>
> **9.14.1.6:** On <u>each supply, contractor</u> may submit

> bills for materials supplied not exceeding 80% of estimate rate/quoted rate of materials, whichever is less."
>
> (emphasis supplied)

103. The accepted schedule appended to the contract document is divided into 5, which reads as follows:

> "1. Supply and laying distribution system in Nedumkandam Panchayath – cost of materials.
>
> 2. Supply and laying distribution system in Nedumkandam Panchayath – working charges.
>
> 3. Providing FHTCs
>
> 4. Road restoration charges.
>
> 5. Road restoration charges – LSGD Roads."

104. Clause 8.15.1 differs in a few matters. As in W.A. No.1458 of 2026, the bidder will be required to quote a lump sum amount for the work in the prescribed form and in W.A. No.1323 of 2026, Clause 8.15.1 requires the bidder to quote item rate for the work in the prescribed form provided in the tender document. In the contract agreement entered into between the KWA and the individual bidders, it is specifically stated that the said agreement is as per the accompanying

agreement, plans, specifications and conditions of the contract approved by the Superintending Engineer, KWA and by way of illustration reference, can be made to the Agreement No.20/2024-25/SE/ OHC/ISNR dated 18th May, 2024 between M/s. Strefa Projects Pvt. Ltd. and the KWA, the other party for the work of Jal Jeevan Mission where the accompanying documents are as follows:

> "1) Work Order No.KWA/PHC/KNR/D2-1597C/2022 dated 14/03/2024.
>
> 2) NIT Vol I & Vol II of tender forming part of Agreement.
>
> 3) Memo of work tendered.
>
> 4) Proceedings No.KWA/CE/NR/KKD/D2-225/2023-24 dated 14/03/2024 of Chief Engineeer, Northern Region, Kozhikode."

105. In this context, we would refer to the decision of the Hon'ble Supreme Court in ***M.K.Abraham*** *(supra)*, relied upon by the appellants to show that the standard printed clauses would be inapplicable in the present commercial contract. In ***M.K.Abraham*** *(supra)*, the issues that came up for consideration were whether (i) the terms of the articles of

agreement would prevail over the terms of the tender notice; and (ii) the terms of the cyclostyled amendment scheme would prevail over the terms of the printed articles of agreement. The said two issues were answered in the context of the enforceability of the arbitration clause in the contract.

106. In and about 1986, the Kerala Government took a decision to delete the provision of arbitration clause in PWD contracts. As a consequence, the standard form of "notice inviting tenders for works" and the standard form of agreement contain specific printed conditions which bar arbitration. Further, the Preamble to the standard form of agreement also clearly states that the contractor also signed the copy of Madras Detailed Standard Specifications excluding the clauses relating to arbitration contained therein.

107. The Hon'ble Apex Court was seized with the situation where the contracts are entered into for National Highway projects and not a regular PWD contract. The National Highway projects has special provisions relating to arbitrations which do

not find a place in the Kerala PWD contracts. The Apex Court held that, if the contract was entered into by the State Government PWD, the said bar against arbitration would necessarily operate. However, since the said contract is not a regular PWD contract, but a contract relating to another agency, namely, the National Highway Projects, merely because the standard forms of PWD were used for entering into contracts, or because the contracts were executed through the State Government PWD, it cannot be contended that special provisions applicable to National Highway Projects specifically added to the contract should be ignored. In the aforesaid context, the following observations have been made:

> *"21. If a contract consists of a printed form with cyclostyled amendments, typed additions and deletions and handwritten corrections, an endeavour shall be made to give effect to all the provisions. However, in the event of apparent or irreconcilable inconsistency, the following rules of construction will normally apply:*
>
> *(i) The cyclostyled amendments will prevail over the printed terms;*

(ii) The typewritten additions will prevail over the printed terms and cyclostyled amendments; (iii) Handwritten corrections will prevail over the printed terms, cyclostyled amendments and typewritten additions.

The above rules have evolved from the well-known maxim of construction that "written, stamped or typed additions, when inconsistent with the printed terms, would normally prevail over the printed terms" and proceeds on the assumption that the printed form contained the original terms, and changes thereto were incorporated by the cyclostyled amendments, followed by changes by typewritten additions and lastly the handwritten additions. The logical explanation for such assumption is this: <u>the printed form contains standardised terms to suit all contracts and situations. It is not drafted with reference to the special features of a specific contract</u>. When such a standard form is used with reference to a specific contract, it becomes necessary to modify the standard/general terms by making additions/ alterations/deletions, to provide for the special features of that contract. This is done either by way of an attachment of an annexure to the standard printed form, incorporating the changes, or by carrying out the required additions/ alterations/deletions in the standard form itself. Such additions/alterations/deletions are done by typing/stamping/hand.

22. We may refer to the following oftquoted enunciation of the legal position by Lord

Ellenborough in Robertson v. French [(1803-13) All ER Rep 350] with reference to printed form of contract with handwritten additions: (All ER p. 353 C-D)

"... that the words superadded in writing ... are entitled, nevertheless, if there should be any reasonable doubt on the sense and meaning of the whole, to have a greater effect attributed to them than to the printed words, <u>inasmuch as the written words are the immediate language and terms selected by the parties themselves for the expression of their meaning and the printed words are a general formula adapted equally to their case and that of all other contracting parties on similar occasions and subjects</u>."

23. <u>Another parallel principle that is equally relevant is that where the contract has several annexures/attachments, prepared at different points of time, unless a contrary intention is apparent, the latter in point of time would normally prevail over the earlier in point of time</u>.

24. In the present case, as noticed above, the contract consists of a typewritten contract agreement between the appellant and the second respondent [which does not contain any terms and conditions, but which merely states that the contract is for execution of the described work as per the accompanying articles of agreement, plan, specification and conditions of contract approved by the Project Director (SE), National Highway (ADB), Circle Adappally, Cochin] with several printed forms with cyclostyled additions as annexures and *handwritten corrections. The printed form of articles of agreement has an attachment slip.*

26. By applying the well-settled principles relating to construction of contract the following position will emerge:
(i) the terms of the articles of agreement will prevail over the terms of notice inviting tenders for works, and

(ii) the term contained in the cyclostyled attachment to the printed form of articles of agreement will prevail over the terms of the printed articles of agreement.

Consequently, the contents of the attachment slip to the printed form of articles of agreement providing for arbitration will prevail over the bar on arbitration contained in the notice inviting tenders for works and the articles of agreement. As a result, it has to be held that there is a provision for arbitration in regard to the disputes between the respective appellant and the respondents."

(emphasis supplied)

108. The said decision in ***M.K. Abraham*** *(supra)*, in view of the accompanying documents mentioned, inter alia, in paragraph 104, is clearly distinguishable. Moreover, it is a cardinal rule of interpretation of a contract that no term can be

implied into a contract if it contradicts or is inconsistent with the express terms of the contract.

109. The modern theory of interpretation and construction of contracts subscribes to an objective theory of contract interpretation. This means that the subjective intentions of the parties are generally irrelevant as evidence of the meaning of the agreement, as are details of their negotiations. The appellants have emphatically argued that having regard to the nature of the contract, the court is required to apply the "business efficacy test" and relied strongly upon the decisions in ***D.N. Revri & Co.*** *(supra)*, ***Cox and Kings Limited*** *(supra)* and ***Nabha Power Ltd.*** *(supra)*.

110. In ***D.N. Revri & Co.*** *(supra)*, the Hon'ble Supreme Court considered the appointment of an arbitrator by the Secretary, Ministry of Food and Agriculture Department on a request from Union of India under Clause (17) of the contract. The arbitrator entered reference and passed the award. The application for passing the decree in terms of the award was,

however, resisted by Revri, who sought to set aside the award, challenging the validity of the arbitrator's appointment and contending that the arbitration agreement under Clause (17) was made by only one of the partners, and was not binding on the others. This was rejected and an appeal to the High Court was allowed on the ground that on bifurcation of the Ministries, Clause (17) of the contract became dead and could not be revived on their re-integration.

111. It appears that the arbitrator was appointed by the Secretary, Ministry of Food and Agriculture, and before the arbitrator was appointed, the Ministry of Food and Agriculture was bifurcated into two separate Ministries and the subject matter of contract was allotted to the Ministry of Food. Revri took the stand that there was no longer any Secretary in the non-existent Ministry of Food and Agriculture and Clause (17) of the contract was a dead-letter. The proposal of the Union of India to amend Clause (17) to suit the changed circumstances was rejected by the judgment debtor. Thereafter, the two

Ministries were reintegrated into a Ministry of Food & Agriculture and two Secretaries were put incharge of the two departments. The Secretary, Food Department, on a request from the Union of India under Clause (17), appointed the arbitrator. In the aforesaid context, the Hon'ble Supreme Court observed as follows:

> *"Now, clause (17) of the contract provided that all disputes arising out of the contract shall be resolved by arbitration. It embodied an arbitration agreement between the parties. It also laid down the machinery for appointment of the arbitrator. <u>It provided that the arbitrator shall be nominated by the Secretary in the Ministry of Food and Agriculture in his absolute discretion. There was undoubtedly a Ministry of Food and Agriculture at the time when the contract was made and there was one and only one Secretary in that Ministry, so that at the date of the contract there could no question as to who was the person authorised to nominate the arbitrator. The same position continued to obtain also at the time when disputes arose between the parties. But before an arbitrator could be nominated by the Secretary in the Ministry of Food and Agriculture to adjudicate upon these disputes, the Ministry of Food and Agriculture was bifurcated into two separate ministries and it ceased to exist as Ministry of Food and Agriculture</u>. Then obviously there was no individual who filled*

the description of "Secretary in the Ministry of Food and Agriculture" and consequently the machinery for appointment of the arbitrator became unworkable. If the matter had rested there, a question could well have arisen whether, despite the breakdown of the machinery for nomination of an arbitrator, the arbitration agreement in clause (17) could still be enforced by the court by appointing an arbitrator in a proceeding under Section 20 of the Arbitration Act. But the position again changed and the Ministry of Food and Agriculture came into being as a result of integration of the Ministry of Food and the Ministry of Agriculture, with this change, namely that the new Ministry of Food and Agriculture had two departments, one of Food and the other of Agriculture and there was a Secretary in charge of each department. There were thus, after integration, two Secretaries in the Ministry of Food and Agriculture and the argument of the respondents was — and that argument found favour with the High Court — that this event rendered the arbitration agreement vague and uncertain, inasmuch as it did not specify which of the two Secretaries was to nominate the arbitrator "in his absolute discretion". Though this argument appears attractive at first sight, a little scrutiny will reveal that it is unsound. It is based on a highly technical and doctrinaire approach and is opposed to plain common sense.

It must be remembered that a contract is a commercial document between the parties and it must be interpreted in such a manner as to give *efficacy to the contract rather than to invalidate it. It would not be right while interpreting a contract, entered into between two lay parties, to apply strict rules of construction which are ordinarily applicable to a conveyance and other formal documents. The meaning of such a contract must be gathered by adopting a common sense approach and it must not be allowed to be thwarted by a narrow, pedantic and legalistic interpretation. More, at the time when the arbitrator came to be nominated and the reference was made, there was a Ministry of Food and Agriculture and there was a Secretary in that ministry, but the only difficulty, according to the High Court, was that there were, instead of one, two Secretaries and it could not be predicated as to which Secretary was intended to exercise the power of nominating an arbitrator. We do not think this difficulty is at all real. Let us consider, for a moment, why in clause (17), the power to nominate an arbitrator was conferred on the Secretary in the Ministry of Food and Agriculture and not on a Secretary in any other ministry. The reason obviously was that at the date of the contract the Secretary in the Ministry of Food and Agriculture was the officer dealing with the subject-matter of the contract. If this object and reason of the provision of clause (17) is kept in mind, it will become immediately clear that the "Secretary in the Ministry of Food and Agriculture" authorised to nominate an arbitrator was the Secretary in charge of the Department of Food who was concerned with the subject-matter of the contract. The Secretary in charge of the Department* *of Food filled the description "Secretary in the Ministry of Food and Agriculture" given in clause (17). The respondents relied strongly on the use of the definite article "the" before the words "Secretary in the Ministry of Food and Agriculture" and urged that what the parties to the contract had in mind was not a Secretary in the Ministry of Food and Agriculture, but the Secretary in the Ministry of Food and Agriculture and that clearly postulated one definite Secretary in the Ministry of Food and Agriculture and not one of two secretaries in that ministry. This is, in our opinion, a hypertechnical argument which seeks to make a fortress out of the dictionary and ignores the plain intendment of the contract. We fail to see why the Secretary in the Ministry of Food and Agriculture in charge of the Department of Food could not be described as the Secretary. He would be the Secretary in the Ministry of Food and Agriculture concerned with the subject-matter of the contract and clearly and indubitably he would be the person intended by the parties to exercise the power of nominating the arbitrator. The parties to the contract obviously could not be expected to use the words "a Secretary in the Ministry of Food and Agriculture", because their intendment was not that any Secretary in the Ministry of Food and Agriculture should be entitled to exercise the power of nominating an arbitrator, but it should only be the Secretary in the Ministry of Food and Agriculture concerned with the subject-matter of the contract. That is why the use of the definite article "the". It is also significant to note that when the Secretary in charge of the*

> *Department of Food in the Ministry of Food and Agriculture nominated the arbitrator, the respondents did not raise any objection to the appointment of the arbitrator and participated in the arbitration proceedings without any protest. The respondents knew at that time that there were two Secretaries in the Ministry of Food and Agriculture and the appointment of the arbitrator was made by the Secretary in charge of the Department of Food and yet they acquiesced in the appointment of the arbitrator and took part in the proceedings. This circumstance is also clearly indicative of the intendment of the parties that the Secretary in the Ministry of Food and Agriculture concerned with the subject-matter of the contract should be the person entitled to nominate the arbitrator. Or else the respondents would have objected to the appointment of the arbitrator and declined to participate in the arbitration proceedings or at any rate, participated under protest. We are, therefore, of the view that the arbitrator was validly nominated by the Secretary in charge of the Department of Food in the Ministry of Food and Agriculture."*
>
> *(emphasis supplied)*

112. In ***Cox and Kings*** *(supra)*, the decision in ***D.N. Revri and Co.*** *(supra)* was considered by a Constitution Bench of five Hon'ble Judges of the Apex Court. The reference before the Constitution Bench essentially concerned the question

whether the expression "claiming through or under," as occurring in Sections 8 and 11 of the Arbitration and Conciliation Act, 1996, could be interpreted so as to encompass the Group of Companies doctrine. In discussing the Group of Companies doctrine, the Hon'ble Supreme Court affirmed the views in ***D.N. Revri and Co.*** *(supra)* and a subsequent decision of the Hon'ble Supreme Court in ***A. Ayyasamy v. A. Paramasivam***[27]. The said decisions were considered in the context of arbitration law, particularly to understand and appreciate the parties intention to become parties to the arbitration agreement. The Apex Court, *inter alia*, has held as follows:

> *"96. In most situations, the language of the contract is only suggestive of the intention of the signatories to such contract and not the non-signatories. However, there may arise situations where a person or entity may not sign an arbitration agreement, yet give the appearance of being a veritable party to such arbitration agreement due to their legal relationship with the signatory parties and involvement in the performance of the underlying contract. Especially in*

[27] (2016) 10 SCC 386

cases involving complex transactions involving multiple parties and contracts, a non-signatory may be substantially involved in the negotiation or performance of the contractual obligations without formally consenting to be bound by the ensuing burdens, including arbitration.

97. In A. Ayyasamy v. A. Paramasivam [A. Ayyasamy v. A. Paramasivam, (2016) 10 SCC 386: (2017) 1 SCC (Civ) 79] , this Court observed that it is the duty of the Courts "to impart to that commercial understanding a sense of business efficacy". The Courts must interpret contracts in a manner that would give them a sense of efficacy rather than invalidating the commercial interests of the parties. The meaning of the contract must be gathered by adopting a common sense approach, which should "not be allowed to be thwarted by a narrow, pedantic and legalistic interpretation". [Union of India v. D.N. Revri & Co., (1976) 4 SCC 147] Therefore, there is a need to adopt a modern approach to consent, which takes into consideration the circumstances, apparent conduct, and commercial facets of business transactions.

xx xxxx xxxx

100. ... On the one hand, the Courts and tribunals cannot lightly brush aside the decision of the parties to not make a person or entity a party to the arbitration agreement. The fact that the non-signatory did not put pen to paper may be an indicator of its intention to not assume any rights or responsibilities under the arbitration agreement. On the other hand, courts and tribunals cannot adopt a rigid approach to

<u>exclude all persons or entities who, through their conduct and relationship with the signatory parties, intended to be bound by the underlying contract containing the arbitration agreement</u>. The area of arbitration law not only concerns domestic law, but it also encompasses the international law, particularly when it pertains to the enforcement of international arbitral awards. Therefore, this Court ought to adopt a balanced approach without comprising (quaere compromising) on the basic principles of arbitration law, contract law, and company law to ensure that the resultant legal framework is consistent with internationally accepted practices and principles."

(emphasis supplied)

113. In ***Nabha Power Ltd.*** *(supra)*, dispute was about interpretation of the provisions of Power Purchase Agreement (in short, 'PPA') dated 18th January 2010. It was in relation to the selection of developer through an international competitive bidding initiated by the Punjab State Electricity Board (PSEB) in the year 2009. After the bidding process was completed, M/s L&T Power Development Ltd. (L&T PDL) was declared as the successful bidder and a letter of intent was issued on 19th November 2009. Thereafter on 18th January 2010, a share

purchase agreement (SPA) was entered into between PSEB and L&T PDL transferring 100% of the shares of NPL to L&T PDL. Similarly, PPA was entered into between PSEB and NPL. The contractual obligation began of the respective parties.

114. During the discharge of the contractual obligations, controversy arose by and between the parties, some of which were resolved, but the controversy relating to deductions made by the 1st respondent PSEB from the amount due and payable under the invoices had remained and ultimately, the matter was resolved by the Hon'ble Supreme Court. The unresolved disputes were as follows:

> *"(i) Component of the cost of purchasing coal comprising washing related costs including washery charges and cost of coal towards loss of quantity on account of washing (yield loss);*
>
> *(i) Consideration of midpoint of GCV of ROM coal on equilibrated GCV basis (EGCV) to calculate energy charges;*
>
> *(iii) Denial of road transportation cost-at the plant-end and at the mine-end;*
>
> *(iv) Denial of liaising charges, denial of transit and handling losses and denial of third party coal testing charges; and*

(v) Non-payment of capacity charges for the period from 20-2-2014 to 3-3-2014 when the availability was declared on non-linkage (alternate) coal."

115. The Hon'ble Supreme Court was considering interpretation of a commercial contract.

116. Before we refer to the ratio of the said decision, it is necessary to refer to Clause 2.7.1.4(3) of the Request for Proposal (RFP), which reads as follows:

> "*While submitting the financial bid, Clause 2.7.1.4(3) of RFP required the tariff to be quoted in Format I of Annexure 4 to be an "all inclusive tariff" and provided that no exclusion shall be allowed. The bidder/appellant was, thus, required to take into account all costs, including capital and operational costs, statutory taxes, etc. The same clause also provides that the availability of inputs necessary for generation of power should be ensured by the seller at the "project site", which must be reflected in the quoted tariff. The significant aspect is that the working of the contract is on the basis of "project site". It has to be, however, simultaneously kept in mind that the present project is in the nature of a Case 2 project which provides for a fuel specific procurement, having pre-identified site."*

117. The relevant facts taken into consideration by the Hon'ble Supreme Court before laying down the rules of

interpretation of commercial contract, are stated in paragraph Nos. 50 to 55 of the judgment. The Hon'ble Supreme Court, in the said paragraphs, considered clause 2.7.1.4(3) of the RFP that require the tariff to be quoted in Format I of Annexure 4 to be an all inclusive tariff and provided that no exclusion shall be allowed. Schedule 7 of PPA provides for tariff payment and its computation. The monthly energy charges form part of Clause 1.2.3 of Schedule 7. The variable component of the weighted average actual cost of the coal to the seller refers to the "actual" cost to the seller/appellant of the three components, i.e., (a) purchasing; (b) transporting; and (c) unloading the coal. In view of the specific formula provided, only three aspects relatable to coal would determine the particular co-efficient.

118. These three expressions are thereafter followed by the stipulation that the coal has to be recently supplied "to and at the project".

119. These expressions, followed by the aforesaid phrase, have been interpreted to mean that the word "to" obviously

refers to transporting, while the word “at” relates to unloading since it would be “transporting to” and “unloading at”. Any other construction will fail to make grammatical sense. Not only, that, all the three i.e., purchasing, transporting and unloading, have a reference to “the Project”. Thus, the definition of coal in the weighted average actual cost incurred by the appellant of purchasing the coal and transporting it to the project site and thereafter unloading the coal at the project site. The fact that the property in coal passed on to the appellant vis-a-vis SECL, on delivery being taken at the mine-end would not change the definition of coal pricing as is required for the purpose of calculation of the tariff.

120. In the aforesaid context, the Hon’ble Supreme Court has, on consideration of both Indian and Foreign authorities on the subject, observed that parties indulging in commerce act in a commercial sense. It is this ground rule which is the basis of The Moorcock case, (1889) LR 14 PD 64 (CA) test of giving "business efficacy" to the transaction, as must have been

intended at all events by both business parties. The development of law saw the "five condition test" for an implied condition to be read into the contract including the "business efficacy" test. It also sought to incorporate "the Officious Bystander Test" [Shirlaw case, (1939) 2 KB 206]. This test has been set out in B.P. Refinery (Westernport) Proprietary Ltd. case, 1977 UKPC 13 requiring the requisite conditions to be satisfied: (1) reasonable and equitable; (2) necessary to give business efficacy to the contract; (3) it goes without saying i.e. the Officious Bystander Test; (4) capable of clear expression; and (5) must not contradict any express term of the contract. The same penta-principles find reference also in Investors Compensation Scheme Ltd. case, (1998) 1 WLR 896 and Attorney General of Belize case, (2009) 1 WLR 1988 (PC). Needless to say that the application of these principles would not be to substitute the Court's own view of the presumed understanding of commercial terms by the parties if the terms are explicit in their expression. The explicit terms of a contract are always the final word with regard to the intention of the parties. The multi-clause contract inter se the parties has, thus, to be understood and interpreted in a manner that any view, on a particular clause of the contract, should not do violence to another part of the contract.

121. In ***Nabha Power Ltd.*** *(supra)*, at paragraphs 49 and 72, it was held as follows:

> *"49. We now proceed to apply the aforesaid principles which have evolved for interpreting the terms of a commercial contract in question. Parties indulging in commerce act in a commercial sense. It is this ground rule which is the basis of The Moorcock [The Moorcock, (1889) LR 14 PD 64 (CA)] test of giving "business efficacy" to the transaction, as must have been intended at all events by both business parties. The development of law saw the "five condition test" for an implied condition to be read into the contract including the "business efficacy" test. It also sought to incorporate "the Officious Bystander Test" [Shirlaw v. Southern Foundries (1926) Ltd. [Shirlaw v. Southern Foundries (1926) Ltd., (1939) 2 KB 206 : (1939) 2 All ER 113 (CA)]]. This test has been set out in B.P. Refinery (Westernport) Proprietary Ltd. v. Shire of Hastings [B.P. Refinery (Westernport) Proprietary Ltd. v. Shire of Hastings, 1977 UKPC 13 : (1977) 180 CLR 266 (Aus)] requiring the requisite conditions to be satisfied: (1) reasonable and equitable; (2) necessary to give business efficacy to the contract; (3) it goes without saying i.e. the Officious Bystander Test; (4) capable of clear expression; and (5) must not contradict any express term of the contract. The*

same penta-principles find reference also in Investors Compensation Scheme Ltd. v. West Bromwich Building Society [Investors Compensation Scheme Ltd. v. West Bromwich Building Society, (1998) 1 WLR 896 : (1998) 1 All ER 98 (HL)] and Attorney General of Belize v. Belize Telecom Ltd. [Attorney General of Belize v. Belize Telecom Ltd., (2009) 1 WLR 1988 (PC)] Needless to say that the application of these principles would not be to substitute this Court's own view of the presumed understanding of commercial terms by the parties if the terms are explicit in their expression. The explicit terms of a contract are always the final word with regard to the intention of the parties. The multi-clause contract inter se the parties has, thus, to be understood and interpreted in a manner that any view, on a particular clause of the contract, should not do violence to another part of the contract.

72. We may, however, in the end, extend a word of caution. It should certainly not be an endeavour of commercial courts to look to implied terms of contract. In the current day and age, making of contracts is a matter of high technical expertise with legal brains from all sides involved in the process of drafting a contract. It is even preceded by opportunities of seeking clarifications and doubts so that the parties know what they are getting into. Thus, normally a contract should be read as it reads, as per its express terms. The implied terms is a concept, which is necessitated only when the Penta test referred to aforesaid comes into play. There has to be a strict necessity for it. In the present case, we have really only read the contract in the manner it reads. We have not really read into it any "implied term" but from the collection of clauses, come to a conclusion as to what the contract says. The formula for energy charges, to our mind, was quite clear. We have only expounded it in accordance to its natural grammatical contour, keeping in mind the nature of the contract."

(emphasis supplied)

122. It is also not permissible for the Court to make a new contract, however reasonable, which the parties have not made themselves. A term cannot be implied simply because it is reasonable to do so or that it would make the performance of the contract more just, convenient or beneficial to one party. The subject contract had been entered into in detail and was a carefully drafted commercial contract. The contract was a business transaction which both parties had consciously undertaken. The parties at the time of entering into the contract were best placed to judge and protect their interests in the bargaining process. Freedom of contract is the general rule. There is nothing obvious about the implied term which must be incorporated by necessary implication without which the whole contract would become meaningless. Consequently, resort to the principle of business efficacy to read an implied term into the contract was wholly unfair and unreasonable. [***Satya Jain***

(Dead) Through Lrs. v. Anis Ahmed Rushdie (Dead) Through Lrs.[28]*]*.

123. In ***Adani Power (Mundra) Ltd. v. Gujarat ERC***[29], the Hon'ble Supreme Court has reiterated the said principle as under:

> *"24. It could thus be seen that it is more than well settled that the clauses in the agreement ought to be given the plain, literal and grammatical meaning of the expression used in the same. No doubt, that the courts will also try to gather as to what intention the parties wanted to give them. The principle of business efficacy could be invoked only if by a plain literal interpretation of the term in the agreement or the contract, it is not possible to achieve the result or the consequence intended by the parties acting as prudent businessmen. This test requires that a term can only be implied, if it is necessary to give business efficacy to the contract, to avoid such a failure of consideration that the parties cannot as reasonable businessmen have intended. If the contract makes business sense without the term, the Courts will not imply the same. It is amply clear that Courts can imply a clause only if it is found that the plain and literal meaning given to the expression used in the terms is not in a position to make out the intention of the parties. Reading an unexpressed term in an agreement would be justified on the basis that such*

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[28] (2013) 8 SCC 131
[29] (2019) 19 SCC 9

a term was always and obviously intended by and between the parties thereto. An unexpressed term can be implied if and only if the court finds that the parties must have intended that term to form part of their contract. It is not enough for the Court to find that such a term would have been adopted by the parties as reasonable men if it had been suggested to them. It must have been a term that went without saying, a term necessary to give business efficacy to the contract, a term which, although tacit, forms part of the contract. As held in Nabha Power Ltd. [Nabha Power Ltd. v. Punjab SPCL, (2018) 11 SCC 508 : (2018) 5 SCC (Civ) 1], for invoking the business efficacy test and carving out an implied condition, not expressly found in the language of the contract, the following five conditions will have to be satisfied: (SCC p. 540, para 49)

(1) Reasonable and equitable;

(2) Necessary to give business efficacy to the contract;

(3) It goes without saying i.e. the Officious Bystander Test;

(4) Capable of clear expression; and

(5) Must not contradict any express term of the contract."

124. The appellants have referred to the following Clauses in support of their submissions that it is essentially a BoQ contract and irrespective of the Clauses 8.8 and 9.14.1.6, this

argument is made to show that the accepted schedule in the first part refers to the cost of materials and which is not to be covered by Clauses 8.8 and 9.14.1.6. The relevant Clauses are extracted below;

"**The Kerala Public Works Account Code**

Definitions:- 2.1.1

2(25): Intermediate payment- Is the term applied to a disbursement of any kind on a running account, not being the final payment. It includes a "Secured Advance" and an "On Account Payment" (other than the final payment on a running account), or a combination of these.

2(45): Secured advance- Is a term applied specially to an advance made, on the security of materials brought to site of works, to a contractor whose contract is for completed items of work *(See paragraph 10.2.33)*

Forms of bills and vouchers: 10.2.16 to 10.2.21

10.2.18: Running Account Bill (Secured Advance)- K.P.W Form 23A:-

This form is intended for contractors for work only. It should be used in all cases, in which secured advances are to be made or are already outstanding, in respect of the same work, against the contractor. When this form is used it should also be utilised for making on account payment, if any, in respect of the work.

Preparation, examination and payment of bills: 10.2.22 to 10.2.31

10.2.22. Before the bill of a contractor is prepared, the entries in the measurement book relating to the description and quantities of work or supplies should be scrutinized by the Sub-divisional Officer and the calculations of "contents or area" should be checked arithmetically under his supervision. He need not work out personally all "contents or area" but he is responsible for the correctness of these entries. The rates allowed should be entered by the Sub-divisional Officer in the abstract of measurements – vide paragraph 10.2.11. (c) The bill should then be prepared, from the measurement entries, in one of the forms prescribed in paragraphs 10.2.16 to 10.2.21 applicable to the case. Full rates as per agreement, catalogue, indent or other order should be allowed only if the quality of work done or supplies made is up to the stipulated specification. When the work or supplies fall short of that standard, and under the agreement, it is permissible to make a final payment if the contract is determined, or an on account payment if the contract is to run on, only such fraction of the full rate should be allowed as is considered reasonable with due regard to the work remaining to be done and the general terms of the agreement.

Note (4)- As a general rule, payment for supplies is not permissible until stores have been received and surveyed and provision for the observance of this rule should be made in all contracts for the supply of goods. In cases in which the operation of this rule might result in hardship, as for example, when costly stores are ordered from a distant firm and delay in payment is anticipated, an advance not exceeding 90 per cent of the value of the consignment despatched may be paid to the firm on receipt of the railway receipt of despatch, provided that the firm is one approved by the Government and it is distinctly made clear in the agreement or otherwise that the payment is only of the nature of an advance. The amount should be debited to the suspense account "contractors" other transactions/Advance payments" in the works abstract of stock/work concerned -vide Note 2 below paragraph 13.3.1.

Advances to contractors:10.2.33

10.2.33: Advances to contractors are, as a rule, prohibited and every endeavor should be made to maintain a system under which no payments are made except for work actually done. Exceptions are however, permitted in the following cases:-

(a) Advance payments for suppliers are governed by the provision in Note 4 below paragraph 10.2.22.

(b) Cases in which a contractor, whose contract is for finished work, re-quires an advance on the security of materials brought to site, Divisional Officers may sanction advances upto an amount not exceeding 75 per cent of the value (as assessed by themselves) of such materials, provided that they are of an imperishable nature and that a formal agreement is drawn up with the contractor under which Government secures alien on the materials and is safeguarded against losses due to the shortage of misuse of the materials, and against the expense on tailed for their proper watch and safe custody. Payment of such advances should be made only on the certificate of an officer, not below the rank of Sub-divisional Officer, that the quantities of materials upon which the advances are made have actually been brought to site, that the contractor has not previously received any advance on that security and that the materials are all required by the contractor for use on items of work for which rates for finished work have been agreed upon. The officer granting such a certificate will be held personally responsible for any overpayment which may occur in consequence. Recoveries of advances so made should not be postponed until the whole of the work entrusted to the contractor is completed. They should be made from his bills for work done as the materials are used, the necessary deductions being made whenever the items of work in which they are used are billed for. The Divisional Officers are responsible that:

(i) When secured advances have been made for materials, recoveries are made regularly from the very first payment made for those items of actual work in which such materials have been used.

(ii) No secured advances are made for any materials unless they are to be used within three months at the most.

(iii) Materials are actually measured in detail (but not entered in measurement book) before making secured advances on them.

Note. -Imperishable materials include bricks, rolled steel joists etc., while article such as lime, sand, kankar, etc., are perishable."

125. The principal contention urged on behalf of the appellants is that the contract in question is an item-rate BoQ contract and, therefore, upon completion of the supply item, the appellants became entitled to payment at the accepted contractual rate. According to the appellants, Clauses 8.8 and 9.14.1.6 of the NIT deal only with secured advances and have no application where the contractual entitlement has already accrued.

126. We have carefully examined the said contention in the light of the contractual provisions and the principles

governing interpretation of commercial contracts.

127. Nothing can be more clearly established than that, where there is an express contract between the parties, they cannot resort to an implied one is of vintage origin dating back to 1795 as held in ***Cutter Administratrix of Cutter v. Powell***[30], where the principle has been lucidly explained as follows:

> *"Nothing can be more clearly established than that where there is an express contract between the parties, they cannot resort to an implied one. It is only because the parties have not expressed what their agreement was that the law implies what they would have agreed to do had they entered into a precise treaty: but when once they have expressed what their agreement was, the law will not imply any agreement at all. In this case the intestate and the defendant reduced their agreement into writing, by the terms of which they must now be bound:"*
>
> *(emphasis supplied)*

128. In ***Manoharan D.*** *(supra)*, the intention test has been lucidly stated at paragraphs 45, 49 and 50, which reads as follows:

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[30] (1795) 6 Term Reports 320 : 101 E.R. 573

"45. There is no single mechanical or straight – jacket formula that decides whether a contract is divisible or indivisible. The English, Australian and Indian courts have consistently treated the question as one of construing the parties' intention, tested through several converging indicia. <u>In the construction / intention test (the overarching principle), it is stated that whether a contract is indivisible or divisible is answered by construing the contract as a whole – its terms, its mode of payment, and the circumstances surrounding its making – to ascertain what the parties actually intended.</u>

49. <u>Merely because a contract is structured as an item – rate BoQ Contract, it does not cease to be a composite works contract. Equally, the mere existence of a composite works contract does not automatically render every item comprised therein liable to cess.</u>

50. The aforesaid principles cannot be mechanically applied while interpreting S.3 of the Cess Act. Although a works contract may be composite and indivisible, cess is leviable only on the "cost of construction". Therefore, the contractual character of the agreement does not enlarge the charging provision contained in S.3. <u>A BoQ Contract does not, by itself, render a works contract divisible. The BoQ is primarily a contractual mechanism for measurement, valuation and payment. Whether the contract is divisible depends on the intention of the parties as reflected in the contractual terms and not merely on the existence of separately priced items. A BoQ may facilitate identification of different components for valuation purposes without altering the essential character of</u>

> *the contract as an Indivisible or an entire works contract."*
>
> *(emphasis supplied)*

129. Much water has flown thereafter with the development of commerce and the complex nature of commercial contracts requiring interpretation by courts, as the parties would be carrying conflicting and opposing ideas with regard to the true nature of the contract, but remarkably the first principle of interpretation of contract and its doctrinal approach in ***Cutter Administratrix of Cutter*** *(supra)* still holds the field.

130. Almost 90 years down the line in 1867 in ***Appleby and Another v. MYERS***[31] it was held as follows:

> *"Where A. contracts to do work and supply materials upon the premises of B. for a specific sum, to be paid on completion of the whole, A. is not entitled to recover anything until the whole work is completed, unless it be shown that the performance of his contract was prevented by the default of B."*

131. Lord Hoffmann gave his speech in ***Investors***

[31] [L.R.] 2 C.P. 651

Compensation Scheme v. West Bromwich Building Society[32], in what became the starting point for disputes about contractual interpretation; he said:

> *"I do not think that the fundamental change which has overtaken this branch of the law, particularly as a result of the speeches of Lord Wilberforce in Prenn v. Simmonds and Reardon Smith Line Ltd. v. Hansen-Tangen, Hansen-Tangen v. Sanko Steamship Co., [1976] 1 W.L.R. 989, is always sufficiently appreciated. The result has been, subject to one important exception, to assimilate the way in which such documents are interpreted by judges to the common sense principles by which any serious utterance would be interpreted in ordinary life. Almost all the old intellectual baggage of 'legal' interpretation has been discarded. The principles may be summarized as follows:*
>
> *i. <u>Interpretation is the ascertainment of the meaning which the document would convey to a reasonable person having all the background knowledge which would reasonably have been available to the parties in the situation in which they were at the time of the contract.</u>*
>
> *ii. The background was famously referred to by Lord Wilberforce as the 'matrix of fact', but this phrase is, if anything, an understated description of what the background may include. Subject to the requirement that it should have been reasonably available to the parties and to the exception to be mentioned next, it includes absolutely anything which would have*

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32 [1998] 1 W.L.R. 896

affected the way in which the language of the document would have been understood by a reasonable man.

iii. The law excludes from the admissible background the previous negotiations of the parties and their declarations of subjective intent. They are admissible only in an action for rectification. The law makes this distinction for reasons of practical policy and, in this respect only, legal interpretation differs from the way we would interpret utterances in ordinary life. The boundaries of this exception are in some respects unclear. But this is not the occasion on which to explore them.

iv. <u>The meaning which is a document (or any other utterance) would convey to a reasonable man is not the same thing as the meaning of its words. The meaning of words is a matter of dictionaries and grammars; the meaning of the document is what the parties using those words against the relevant background would reasonably have been understood to mean</u>. The background may not merely enable the reasonable man to choose between the possible meanings of words which are ambiguous but even between the possible meanings of words which are ambiguous but even (as occasionally happens in ordinary life) to conclude that the parties must, for whatever reason, have used the wrong words or syntax (See Manai Investment Co Ltd. v. Eagle Star Life Assurance Co Ltd.).

v. The 'rule' that words should be given their 'natural and ordinary meaning' reflects the commonsense proposition that we do not easily accept that people *have made linguistic mistakes, particular in formal documents. On the other hand, if one would nevertheless conclude from the background that something must have gone wrong with the language, the law does not require judges to attribute to the parties an intention which they plainly could not have had. Lord Diplock made this point more vigorously when he said in Antaios Cia Naviera SA v. Salen Rederierna AB, the Antaios:*

'…if detailed semantic and syntactical analysis of words in a commercial contract is going to lead to a conclusion that flouts business common sense, it must be made to yield to business common sense.'"

(emphasis supplied)

132. Recently, in ***ABC Electrification Limited v. Network Rail Infrastructure Limited***[33], on consideration of a catena of decisions dealing with the general principles of contractual construction distilled those principles and held as follows:

"18. A simple distillation, so far as material for present purposes, can be set out uncontroversially as follows:

i) When interpreting a written contract, <u>the court is concerned to identify the intention of the parties by reference to what a reasonable person having all the background knowledge which would have been available to the parties would have</u>

[33] [2020] EWCA Civ 1645

understood them to be using the language in the contract to mean. It does so by focussing on the meaning of the relevant words in their documentary, factual and commercial context. That meaning has to be assessed in the light of (i) the natural and ordinary meaning of the clause, (ii) any other relevant provisions of the contract, (iii) the overall purpose of the clause and the contract, (iv) the facts and circumstances known or assumed by the parties at the time that the document was executed, and (v) commercial common sense, but (vi) disregarding subjective evidence of any party's intentions;

ii) The reliance placed in some cases on commercial common sense and surrounding circumstances should not be invoked to undervalue the importance of the language of the provision which is to be construed. The exercise of interpreting a provision involves identifying what the parties meant through the eyes of a reasonable reader, and, save perhaps in a very unusual case, that meaning is most obviously to be gleaned from the language of the provision. Unlike commercial common sense and the surrounding circumstances, the parties have control over the language they use in a contract. And, again save perhaps in a very unusual case, the parties must have been specifically focussing on the issue covered by the provision when agreeing the wording of that provision;

iii) When it comes to considering the centrally relevant words to be interpreted, the clearer the natural meaning, the more difficult it is to justify departing from it. The less clear they are, or, to put it another way, the worse their drafting, the more ready the court can properly be to depart from their natural meaning. However, that does not justify the court embarking on an exercise of searching for, let alone constructing, drafting infelicities in order to facilitate a *departure from the natural meaning:*

iv) Commercial common sense is not to be invoked retrospectively. The mere fact that a contractual arrangement, if interpreted according to its natural language, has worked out badly, or even disastrously, for one of the parties is not a reason for departing from the natural language. Commercial common sense is only relevant to the extent of how matters would or could have been perceived by the parties, or by reasonable people in the position of the parties, as at the date that the contract was made;

v) While commercial common sense is a very important factor to take into account when interpreting a contract, a court should be very slow to reject the natural meaning of a provision as correct simply because it appears to be a very imprudent term for one of the parties to have agreed, even ignoring the benefit of wisdom of hindsight. <u>The purpose of interpretation is to identify what the parties have agreed, not what the court thinks that they should have agreed</u>. Accordingly, when interpreting a contract a judge should avoid re-writing it in an attempt to assist an unwise party or to penalise an astute party;

vi) When interpreting a contractual provision, one can only take into account facts or circumstances which existed at the time the contract was made, and which were known or reasonably available to both parties."

(emphasis supplied)

133. The above principles have been summarised in paragraph 19 of ***ABC Electrification Limited*** *(supra)*, as follows:

> *"19 Thus the court is concerned to identify the intention of the parties by reference to what a reasonable person having all the background knowledge which would have been available to the parties would have understood them to be using the language in the contract to mean. The court's task is to ascertain the objective meaning of the language which the parties have chosen to express their agreement. This is not a literalist exercise; <u>the court must consider the contract as a whole and, depending on the nature, formality, and quality of drafting of the contract, give more or less weight to elements of the wider context in reaching its view as to that objective meaning.</u> The interpretative exercise is a unitary one involving an iterative process by which each suggested interpretation is checked against the provisions of the contract and its commercial consequences investigated."*

(emphasis supplied)

134. To these five principles, a sixth principle should now be added. ***In Re Sigma Finance Corp***[34], Lord Mance, approving Lord Neuberger's dissenting judgment in the Court of Appeal, said at page 12 as follows:

> *"Lord Neuberger was right to observe that the resolution of an issue of interpretation in a case like the present is an iterative process, involving 'checking each of the rival meanings against other provisions of the document and investigating its*

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[34] [2009] UKSC 2

commercial consequences."

135. The Court will construe the words used by the parties in their agreement giving those words their natural and ordinary meaning. What matters is the objective meaning of the language used, to be derived from the natural usual meaning of the words in the contract, when seen against the background/context of the contract. Where there are rival interpretations, one test is to consider which interpretation is more consistent with business common sense.

136. Lord Hamblen in ***Alexander v. West Bromwich Mortgage Company***[35] held that where there is an inconsistency clause, one should therefore approach the question of inconsistency without any pre-conceived assumptions. One should not strive to avoid or to find inconsistency. Rather one should 'approach the documents in a cool and objective spirit to see whether there is inconsistency or not. [See observation of the Hon'ble Mr. Justice Coulson in ***Dynniq UK Limited v.***

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[35] [2016] EWCA Civ 496

Lancashire County Council*[36]*]. In ***Investors Compensation Scheme*** *(supra)*, it was said that on occasion it may be possible to conclude that the parties must, for whatever reason, have used the wrong words or syntax, or something has gone wrong with the language. In broad terms this conclusion can be reached either because commercial common sense suggests it, or because of some further evidence in the surrounding circumstances. However, in most cases, as the UK Supreme Court has reiterated, the language of the contract itself will be of paramount importance:

> *"the reliance placed in some cases on commercial common sense and surrounding circumstances (eg in Chartbrook, paras 16-26) should not be invoked to undervalue the importance of the language of the provision which is to be construed. <u>The exercise of interpreting a provision involves identifying what the parties meant through the eyes of a reasonable reader, and, save perhaps in a very unusual case, that meaning is most obviously to be gleaned from the language of the provision.</u> Unlike commercial common sense and the surrounding circumstances, the parties have control over the language they use in a contract. And, again save perhaps in a very unusual case, the parties must have been specifically focussing on the issue covered by the provision when agreeing the*

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36 [2017| EWHC 3173 (TCC)]

> *wording of that provision." [Arnold v. Britton (2015) UKSC 36]*
>
> *(emphasis supplied)*

137. Lord Diplock in ***Pioneer Shipping Ltd. v. BTP Tioxide Ltd.***[37] stated that:

> *"The object sought to be achieved in construing any commercial contract is to ascertain what were the mutual intentions of the parties as to the legal obligations each assumed by the contractual words in which they ... choose to express them; or, perhaps more accurately, what each would have led the other reasonably to assume were the acts that he was promising to do or to refrain from doing by the words in which the promises on his part were expressed."*
>
> *(emphasis supplied)*

138. The aforesaid principles only explain the legal character of a BoQ Contract, Lump Sum contract and the manner in which such contracts ordinarily operate. They do not, however, dispense with the necessity of construing the particular contractual stipulations agreed upon between the parties. The controversy in the present case, therefore, ultimately turns not upon the general characteristics of a BOQ contract, but upon the true interpretation of Clauses 8.8 and

[37] [1981] 2 All ER 1030 (at 1035)

9.14.1.6 forming part of the agreement.

139. At this stage, it is necessary to reproduce Clauses 8.15.1, 8.16, 8.16.2, 8.16.3, 8.16.4, 8.16.5, 8.16.6, 8.16.7, 8.16.8, 8.16.9, 8.16.10, 8.16.11, 8.16.12, 8.16.13, 8.16.14, 8.16.15 and Clause 7.1 of the Tender conditions, as follows:

> **"8.15 LUMPSUM AMOUNT/PERCENTAGE TO BE QUOTED THE WORK**
>
> **8.15.1**:<u>Bidders shall quote lump sum Item Rate for the work in the prescribed form provided in the tender document and shall be uploaded electronically.</u> There shall not be any indication of the bid amount in any of the documents/papers of technical bid uploaded in which case the tender shall be rejected outright. For payment purposes, upon execution of agreement by the successful bidder a payment schedule (Billing breakup) shall be prepared by the agreement authority in accordance with the sanctioned estimate of Kerala Water Authority and shall form the basis for billing.
>
> **8.16 PAYMENTS TO THE CONTRACTOR 8.16.1**: The tenderers shall furnish a break-up for interim payments in line with form BOQ limiting the amounts of such interim payments to the actual cost of work at the various stages, along with the tender itself. The break – up of interim payments approved by the Superintending Engineer shall form part of the agreement. The break -up shall

be furnished in Cover B in the following manner.

a) The breakup of payments shall be expressed as percentage of the total contract value.

b) The breakup of payments of each individual component and sub break up for various stages of a component of the work shall be given.

All such interim payments shall be in line with the percentage progress indicated in the schedule of bar chart and as achieved at site from time to time. The Authority reserves the right to modify the percentage weight of each component of the project with respect to the total project cost based on the physical and financial implication of each of the components before the award of contract and this modified schedule, approved by the Superintending Engineer shall form part of the agreement and this approved break up of cost of the project shall form the basis for part payments to the contractor.

8.16.2: For the purposes of payments the bills are categorized into five as:

(a) Part-Bill-Running Account Bill-Work in progress

(b) Part-Bill-Running Account Bill-Work completed commissioning pending.

(c) Part-Bill-Running Account Bill-Testing and commissioning completed.

(d) Part-Bill-Running Account Bill-Part Maintenance Period.

(e) <u>Part and Final Bill/Final Bill-Contract scope completed.</u>

8.16.3: Part bills of categories (a) and (b) shall be paid in accordance with the accepted break up of payments after deducting the statutory deductions as sale tax, works contract tax, income tax or such other dues livable by the Government at source as per the laws prevalent from time to time during the tendency of the contract and other deductions as per the contract agreement.

8.16.4: There shall be no deductions due to retention amounts on bills of category (d) and (e)

8.16.5: Bills of category (e) shall be treated as final bill and shall be paid as per rules prevalent in the Authority after effecting the deductions of taxes, duties etc.

8.16.6: The contractor shall prepare and submit the bills for payment with details of measurements for the quantum of work done. The measurements will be verified by competent Engineer in charge of the work and transfer to Measurement Book issued by authority for this purpose and submitted to the Executive Engineer in charge of the work. No work will be paid for unless thoroughly good and fully in accordance with the specifications. Should through inadvertence bad works be passed and paid for, it will nevertheless be perfectly competent, for the Executive Engineer to strike the same out of the account at any future time and recover the value at any date previous to or at the time of granting the final certificate. The Authority, however, reserves the right to decide and allow/pass the bill submitted by the contractor for payment based on the overall priorities and the delay / non – payments of part bill by the Authority within 30 days of its submission by the contractor shall not entitle him for any compensation against the delayed payments nor shall it be taken as a reason for not maintaining the progress of the work.

8.16.7: Bills of value less than 10% of the total amount of the contract shall not be presented unless they are of categories c and e. There shall be a minimum period of 30 days between two consecutive bills raised by the contractor. The maximum number of on account bills including the 90% bill shall be 10 nos.

8.16.8: <u>Break up for interim payment, vide Clause 8.16.1 shall form the basis of all "on account" payment, but if in the opinion of the Authority the break up furnished by the contractor is not in keeping with the proportionate value of the work at different stages, the authority may make their own assessment of the proportionate value of the work at the various stages and limit the interim payment to such assessed value.</u>

8.16.9: Bill may be submitted by the contractor as soon as the stage of the work as per the break up for interim payment is completed and Executive Engineer shall take the requisite measures for having the same evaluated and the admissible claim as far shall be allowed as per Clause 8.16.5. Certified progress report of the Executive Engineer shall be an accompaniment to the bill.

8.16.10: From the "on account" payment full deduction shall be made for materials if any, issued by the Authority and any other dues from the contractor. The contractor shall furnish along with such bills detailed measurements and specifications of all items involving the use of cement and M S rods or steel to enable the departmental of facers to check and admit the issue of the departmental materials.

8.16.11: "On account payments made to the contractor shall be without prejudice to the final making up of the accounts (Except where measurements are specifically noted in the measurement books as final measurement and as such have been signed by the contractor) and shall neither be considered nor used as evidence of any fact stated in or to be inferred from such accounts nor of any particular quantity of work having been executed nor of the manner of its execution being satisfactory.

8.16.12: From the "On account" payments, deductions shall, be made by the Authority at the rate of 1% of the amount of bill, excluding cost of departmental material if any supplied, towards contribution to the Kerala Construction Workers Welfare Fund Board.

8.16.13: In case of any dispute arising out of the supply of ISO marked pipes, the Kerala Water

Authority shall be indemnified by the contractor, to the effect that all liabilities shall be borne by the selected contractor and the Kerala Water Authority's responsibility shall end with the payment for the measured quantities in accordance with the agreement for the work.

8.16.14: Interest for delayed payments: The tenderer/contractor must clearly understand that the settlement of claim either by part bill will be made only according to the availability of budget provision and allotment of funds made with the Divisional Officer in charge of the work under the respective head of account in which the work is sanctioned and arranged and also subject to the seniority of such bills. No claim for interest or for damages whatsoever shall be made for the belated settlement of claims of bills. No such claims shall be admitted by the Authority.

8.16.15: As built drawings of the facilities installed shall be a prerequisite for the payment of 90% bill which will be paid on completion and testing of all the work but for trial run.

8.16.16: Checklist before making payment which would ensure quality of pipes and quality of work and workmanship should be adopted and its tracking should be done."

PRE-QUALIFICATION OF TENDERERS

7.1 The Superintending Engineer, Kerala Water Authority,P.H.Circle, Muvattupuzha for, and on behalf of the Kerala Water Authority propose to arrange the following work under EPCM/ Lump

Sum contract basis, Name of Work: Jal Jeevan Mission (JJM)-JJM - WSS TO NEDUMKANDAM, PAMPADUMPARA, UPPUTHARA ELAPPARA (PART) AND ARAKULAM (PART) PANCHAYATHS IN IDUKKI DISTRICT -Supply and laying distribution system and Providing FHTCs in Nedumkandam Panchayath-Pipeline Work: successful tenderer shall be entrusted with the work of design, construction, supply, erection, pipe laying, commissioning and maintaining of all the Civil, Mechanical and Electrical components required for the completion of the project as described in the"Scope of Works"in Volume II.”

(emphasis supplied)

140. There can be no dispute that the contract in question is an item-rate BoQ contract. The BoQ forms an integral part of the agreement and each item has been separately described, quantified and assigned an accepted contractual rate. The appellants, therefore, contend that once an individual item in the BoQ is supplied, measured and certified, the contractor becomes entitled to the full contractual rate attributable to that item, unless the contract contains a specific stipulation postponing or restricting such payment. We are unable, however, to accept that the rights and obligations of the parties

can be determined by reference to the BoQ alone. The contract has to be read as a whole and effect has to be given to every stipulation incorporated therein. The mere fact that the contract is an item-rate BoQ contract does not, by itself, render inapplicable the other contractual provisions regulating the manner, stage and extent of payment.

141. It is in this context that the expression "secured advance" occurring in Clause 8.8 requires consideration. Clause 8.8 provides that there shall be no mobilisation advance, but enables the contractor to raise a claim for 80% of the value of tested materials supplied at site, at the estimated rate or quoted rate, whichever is less, in accordance with the approved break-up of payment, as a secured advance, subject to consideration by the Authority in accordance with the relevant provisions. Clause 9.14.1.6 contains a corresponding stipulation that, on each supply, the contractor may submit bills for the materials supplied, not exceeding 80% of the estimated rate or the quoted rate, whichever is less. Moreover,

as rightly pointed out by Mr.Kurup, learned Senior Counsel for the KWA, whether BoQ item for supply can be treated separately *de hors* Clause 9.14.1.6 limiting payment on supply to 80%.

142. Before considering the rival contentions as to the effect of Clauses 8.8 and 9.14.1.6, it is apposite to note the meaning attributed to the expressions “Intermediate Payment” and “Secured Advance” in the Kerala Public Works Account Code. As noticed earlier, an “Intermediate Payment” is a disbursement on a running account which is not the final payment and expressly includes a “Secured Advance” and an “On Account Payment”. A “Secured Advance” is, in turn, an advance made on the security of materials brought to the site of the works. The provisions relating to the Running Account Bill (Secured Advance) further indicate that such payment is distinct from the final payment in respect of the work. The statutory/accounting framework thus recognises a secured advance as an intermediate payment made against materials

brought to site, and not as the final discharge of the contractual consideration payable for the completed work.

143. The provisions contained in paragraph 10.2.22 and paragraph 10.2.33 of the Kerala Public Works Account Code further illuminate the nature of such payment. Paragraph 10.2.22 contemplates the preparation and scrutiny of bills with reference to the work or supplies actually made and provides for allowance of the full contractual rate where the stipulated requirements are satisfied. Note (4) thereto specifically recognises that an advance in respect of supplies is distinct from the regular payment and requires the agreement to make clear that such payment is only in the nature of an advance. Paragraph 10.2.33, while ordinarily prohibiting advances to contractors, permits a secured advance in the specified circumstances against materials brought to site and contemplates recovery of such advances from bills for work done as the materials are utilised. The provisions therefore reinforce the distinction between an intermediate payment

against materials and the ultimate payment due upon completion of the contractual work.

144. It is relevant to refer to paragraph 10.2.33 which reinforces the distinction. While advances to contractors are, as a rule, prohibited, an exception is made in respect of a contractor whose contract is for finished work, enabling an advance to be sanctioned on the security of materials brought to site, subject to the conditions stipulated therein. Significantly, the provision contemplates recovery of such advances from the bills for work done as the materials are used. The scheme of the Kerala Public Works Account Code, therefore, recognises a distinction between an advance made against materials brought to site and the payment ultimately due in respect of the completed work in which such materials are incorporated.

145. The aforesaid provisions lend support to the submission of the appellants that a "secured advance" is, in its ordinary sense, an intermediate payment made against the

security of materials brought to site and is distinct from final payment. However, the character of the payment as a secured advance does not, by itself, determine the extent of the amount contractually payable at that stage. The Kerala Public Works Account Code explains the nature of such payment; the extent of payment permissible in the present contract has necessarily to be determined from the express terms of the agreement. The description of the payment as a "secured advance" cannot, therefore, be construed to disregard the specific ceiling prescribed by the contract itself.

146. The aforesaid provisions, however, do not by themselves determine the extent of payment contractually permissible in the present case.

147. The contractual scheme assumes further significance when Clause 7.1 is considered. The work is described therein as being entrusted on an EPCM/Lump Sum contract basis and the scope is stated to comprise design, construction, supply, erection, pipe laying, commissioning, and

maintenance of the civil, mechanical, and electrical components necessary for completion of the project. The contractual obligation is thus composite in nature. The fact that the pipes supplied by the contractor are separately identified and valued in the BoQ does not, by itself, sever the supply from the other stages of the contractual work. The separate identification and valuation of an item facilitates measurement and billing; it does not override express provisions regulating the stage and extent of payment in respect of that item.

148. This conclusion is reinforced by Clauses 9.14.1.1 to 9.14.1.5. Clause 9.14.1.1 requires the materials to be supplied in a phased manner in accordance with the phased supply schedule prepared by the agreement executing authority. Clause 9.14.1.2 requires the schedule to be prepared having regard to the targeted progress of pipe laying and the permissions required from the concerned agencies for laying the pipes. Clause 9.14.1.3 stipulates that each supply shall be made only pursuant to a written instruction from the Executive

Engineer. Clause 9.14.1.4 requires the Executive Engineer to direct the contractor to place the supply order in each phase after evaluating the actual progress of laying of the pipes supplied in the previous phase. Clause 9.14.1.5 further enables modification of the phased supply schedule depending upon variation in the targeted progress of the work.

149. The aforesaid provisions, in our view, are significant in determining the true import of Clause 9.14.1.6. They demonstrate that the contractual arrangement does not contemplate the supply of pipes as an isolated and self-contained event, divorced from the subsequent laying of the pipes. The quantity and timing of each supply are themselves linked to the progress of the work. The contractor is not at liberty to supply the materials at any stage and claim payment merely by reason of their delivery at site; the supply is regulated by the phased schedule and by the written instructions of the Executive Engineer, having regard to the actual progress of the laying work.

150. It is against this contractual background that Clause 9.14.1.6 has to be understood. The clause specifically provides that, “on each supply”, the contractor may submit bills for the materials supplied, but such bills shall not exceed 80% of the estimate rate or the quoted rate, whichever is less. The expression “on each supply” assumes significance. Read with Clauses 9.14.1.1 to 9.14.1.5, it identifies the stage of supply as an intermediate stage at which the contractor is permitted to raise a bill, while expressly prescribing the maximum amount billable at that stage.

151. We are, therefore, unable to accept the contention that Clause 9.14.1.6 is merely an enabling provision which does not impose any limitation upon the amount payable against the supply. An enabling provision may confer a right to raise a claim; but where the very provision conferring that right specifies that the bill shall not exceed 80% of the estimate rate or quoted rate, whichever is less, the ceiling so prescribed cannot be disregarded. The use of the expression “secured

advance” in Clause 8.8 does not alter this conclusion. The two clauses, 9.14.1.6 and 8.8 read together, indicate that the contractor is enabled to receive an intermediate payment against the materials supplied, but the contract consciously limits the amount that can be claimed at that stage.

152. The contention of the appellants that, upon supply, measurement and certification of the pipes, the payment ceases to be a secured advance and becomes the regular contractual consideration for the item, cannot also be accepted as an absolute proposition. Whether the payment is to be treated as an intermediate payment or as final consideration cannot be determined merely by reference to the stage at which the material is measured and certified. The character and extent of the payment have to be determined from the contractual provisions governing the transaction. In the present case, the agreement itself prescribes the amount payable “on each supply” and separately provides for subsequent stages of payment.

153. The same conclusion is reinforced by Clauses 8.15 and 8.16. Clause 8.15.1 contemplates preparation of a payment schedule or billing break-up after execution of the agreement, which is to form the basis for billing. Clause 8.16.1 contemplates an interim payment break-up expressed as a percentage of the total contract value, with separate break-ups for the individual components and stages of the work. The provision also provides for amounts attributable to trial running, commissioning and maintenance. The contractual mechanism, therefore, is one of progressive, and stage-wise payment and not one under which every separately priced item in the BoQ necessarily attracts full payment immediately upon its supply.

154. Clause 8.16.2 is particularly instructive. It classifies the bills into five different categories: work in progress; work completed but commissioning pending; testing and commissioning completed; the Part maintenance period; and the part/final bill upon completion of the contractual scope.

Clause 8.16.3 provides for payment of the bills falling within the relevant categories in accordance with the accepted break-up of payments. Clause 8.16.5 further deals with the final bill and payment thereof subject to the rules of the Authority and the applicable deductions. The contractual scheme thus clearly distinguishes payments arising at intermediate stages from the final settlement upon completion of the contractual scope.

155. Clause 8.16.15 also assumes significance in this regard. It contemplates payment of the 90% bill upon completion and testing of the work, subject to the stipulated condition relating to trial run, and makes the as-built drawings a prerequisite for such payment. These provisions would be difficult to reconcile with the proposition that the entire contractual rate attributable to a particular supply item becomes unconditionally payable immediately upon delivery and certification of the material. The agreement itself contemplates further stages of performance and corresponding stages of payment.

156. The appellants have also contended that Clauses 8.8 and 9.14.1.6 do not expressly state the stage at which the balance amount, after payment of 80%, becomes payable and that such interpretation would result in indefinite postponement of their contractual entitlement. We are unable to accept the said contention. The agreement, read as a whole, does not leave the subsequent payment without any contractual framework. The classification of bills under Clause 8.16 and the provisions relating to the part/final bill provide for progressive payment and final settlement upon completion of the contractual scope. The absence of a provision in Clauses 8.8 or 9.14.1.6 specifying the precise stage of adjustment of the balance cannot, therefore, be a ground for rendering nugatory the express limitation governing the amount billable at the stage of supply.

157. We are conscious of the submission that the BoQ separately describes and values the supply of pipes and that there is no express linkage therein between payment for the

pipes and execution of another individual item. That circumstance, however, cannot be considered in isolation. The BoQ, the provisions governing phased supply and the provisions governing payment constitute parts of one contractual arrangement. The interpretation canvassed by the appellants, if accepted, would substantially efface the specific stipulation in Clause 9.14.1.6 that the bill “on each supply” shall not exceed 80% of the estimate rate or quoted rate, whichever is less. Such an interpretation would fail to give independent effect to a material term consciously incorporated into the agreement.

158. The authorities cited before us on the principles governing the interpretation of commercial contracts also reinforce the requirement that the contractual document must be construed to ascertain the intention expressed through the language employed by the parties and that the several provisions must, as far as possible, be read harmoniously. We have accordingly considered the BoQ, the provisions relating to

secured advance, the phased supply mechanism and the provisions governing interim and final payments as components of the same contractual arrangement.

159. On such an interpretation, we find that the separate rate assigned to the supply item in the BoQ determines the contractual rate for valuation and billing; it does not, by itself, confer an unconditional right upon the contractor to receive 100% of that rate immediately upon delivery and certification of the pipes. The specific contractual provisions determine the stage and extent of payment. Clause 9.14.1.6, read with Clauses 9.14.1.1 to 9.14.1.5 and Clause 8.8, operates as an express regulation of the payment permissible at the stage of supply.

160. We have, therefore, independently considered the rival submissions and contractual provisions relied upon by the parties. On such consideration, we agree with the conclusion reached by the learned Single Judge that the appellants, having entered into the contract subject to the aforesaid stipulations,

cannot claim a declaration contrary to the agreed payment mechanism. The contractual provisions cannot be rendered otiose merely because the contract contains an item-wise BoQ with separately quoted rates.

161. It may also be noticed that, during the pendency of these writ appeals, this Court directed the respondents to continue releasing 80% of the estimated rates without prejudice to the rights and contentions of the parties. The said interim arrangement was intended only to balance the equities pending adjudication of the appeals and cannot be construed as an expression of opinion on the merits of the controversy. Having considered the contractual scheme in its entirety, we find no reason to take a view different from that taken by the learned Single Judge.

162. In view of the foregoing discussion, we find no infirmity in the interpretation placed by the learned Single Judge on Clauses 8.8 and 9.14.1.6 of the NIT conditions. The appellants have failed to establish an entitlement to claim 100%

of the quoted rate merely upon supply and certification of the pipes. Consequently, the judgment under appeal does not warrant interference.

163. In the result, the impugned judgment of the learned Single Judge dated 8th June, 2026 does not warrant interference. The writ appeals fail and are accordingly dismissed. The interim order passed during the pendency of these writ appeals shall stand vacated.

Sd/-
SOUMEN SEN,
CHIEF JUSTICE

Sd/-
SYAM KUMAR V. M.,
JUDGE

krj/SSK

APPENDIX OF WA NO. 1323 OF 2026

PETITIONER ANNEXURES

Annexure A1	**TRUE COPY OF THE INTERIM ORDER DATED 27.06.2024 IN W.P.(C) NO.19467 OF 2024**
Annexure A2	**TRUE COPY OF THE ARGUMENT NOTE DATED 19.03.2026 FILED IN W.P.(C) NO.19467 OF 2024 (M/S. CHICAGO CONSTRUCTIONS INTERNATIONAL PRIVATE LIMITED V. KERALA WATER AUTHORITY & OTHERS)**
Annexure A3	**TRUE COPY OF THE COUNTER AFFIDAVIT DATED 25.07.2024 IN W.P (C) NO.19467 OF 2024**
Annexure A4	**TRUE COPY OF THE COUNTER AFFIDAVIT DATED 10.01.2025 IN W.P (C) NO.19467 OF 2024**

APPENDIX OF WA NO. 1466 OF 2026

PETITIONER ANNEXURES

Receipt	**Receipt dated 17.08.2026 evidencing payment of cost**