

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CWP-16836-2017

Date of Decision: 31.7.2017

M/s Radhey Shyam Gupta India (P) Ltd., Delhi

....Petitioner.

Versus

State of Haryana and others

...Respondents.

**CORAM:- HON'BLE MR. JUSTICE AJAY KUMAR MITTAL.
HON'BLE MR. JUSTICE AMIT RAWAL.**

PRESENT: Mr. P.S. Rana, Advocate for the petitioner.

AJAY KUMAR MITTAL, J.

1. In this writ petition filed under Articles 226/227 of the Constitution of India, the petitioner has prayed for issuance of a writ in the nature of mandamus directing respondent No.3 to pass an order on the representation dated 16.5.2017 (Annexure P-5) in view of the recommendations dated 28.6.2017 (Annexure P-7) made by respondent No.4 based on the recommendations dated 22.6.2017 of respondent No.5 recommending that reconsideration of the termination of the agreement and to revive the same for getting the remaining work executed and completed from the petitioner itself.

2. The petitioner submitted its tender for the work of strengthening with WBM+DBM+BC and CCB on various roads (Road ID 7600, 7593, 7601) in Provincial Division No.2, Karnal (WP 2015-16) in Provincial Sub Division, Assandh, (i) Widening and Strengthening and

providing CCB (M 30) on Salwan to Kurlan (Road ID-7600), (ii) Dismantling and relaying of CC Blocks (M-30) on Padha to Kurlan Road (Road ID-7593), (iii) WBM and premix carpet and providing CCB (M 30) on Ballah to Paban Hasanpur road (Road ID 7601). Having found the rates of the petitioner to be lowest, respondent No.4 issued acceptance letter dated 8.9.2015 (Annexure P-1) for executing the work within a period of nine months, i.e. upto 14.7.2016. The agreement, Annexure P-2, containing various terms and conditions was executed between the parties. Respondent No.4 vide letter dated 29.9.2016 (Annexure P-3) issued instructions to the petitioner to proceed with the work. Due to financial crises of the petitioner, the work could not be completed within the stipulated period. However, respondent No.4 vide letter dated 21.4.2017 (Annexure P-4) terminated the contract of the petitioner. Accordingly, the petitioner moved a representation dated 16.5.2017 (Annexure P-5) to respondent No.2 with copies to respondents No.3 to 5 for reconsideration of termination of the agreement and for completing the work in question. On receipt of the said representation, Annexure P-5, respondent No.2 vide letter dated 18.5.2017 (Annexure P-6) called the comments and recommendations from respondent No.4 who further sought comments/recommendations from respondent No.5. Respondent No.5 vide letter dated 22.6.2017 informed respondent No.4 that there was no provision/clause in the agreement for revival of the agreement after its termination. Thereafter, respondent No.4 vide letter dated 28.6.2017 (Annexure P-7) informed respondent No.2 that there was no clause in the agreement to revive the same after its termination. However, no decision has been taken on the representation, Annexure P-5, moved by the petitioner. Hence, the present writ petition.

3. Learned counsel for the petitioner submitted that for the relief claimed in the writ petition, the petitioner has moved a representation dated 16.5.2017 (Annexure P-5) to respondent No.2 with copies to respondents No.3 to 5, but no action has so far been taken thereon.

4. After hearing learned counsel for the petitioner, perusing the present petition and without expressing any opinion on the merits of the case, we dispose of the present petition by directing respondent No.3 to take a decision on the representation dated 16.5.2017 (Annexure P-5), in accordance with law by passing a speaking order and after affording an opportunity of hearing to the petitioner within a period of ten days from the date of receipt of certified copy of the order.

(AJAY KUMAR MITTAL)
JUDGE

July 31, 2017
gbs

(AMIT RAWAL)
JUDGE

Whether Speaking/Reasoned

Yes/No

Whether Reportable

Yes/No