

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT

THE HONOURABLE MR. JUSTICE P.B.SURESH KUMAR

MONDAY, THE 30TH DAY OF SEPTEMBER 2019 / 8TH ASWINA, 1941

WP(C).No.20009 OF 2019(A)

PETITIONER:

M/S. ALECTRONA ENERGY PVT.LTD
REPRESENTED BY ITS MANAGING DIRECTOR MR. ROHIT
RABINDERNATH, S/O. LATE MR. RABINDERNATH, AGED ABOUT
42 YEARS, HAVING ITS REGISTERED OFFICE AT 3RD FLOOR,
BLOCK A, BANNARI AMMAN TOWERS, NO. 29,
DR.RADHAKRISHNAN ROAD, MYLAPORE, CHENNAI 600 004

BY ADVS.
SRI.J.ABHILASH
AKHIL BHANSALI

RESPONDENTS:

- 1 KERALA STATE ELECTIRICTY BOARD LTD
A GOVT. OF KERALA UNDERTAKING, 9TH FLOOR, VYDYUTHI
BHAVANAM, PATTOM, THIRUVANANTHAPURAM REPRESENTED BY
ITS CHIEF ENGINEER MR. V.K. JOSEPH.
- 2 STATE OF KERALA,
REPRESENTED BY THE SECRETARY TO GOVERNMENT OF KERALA,
DEPARTMENT OF ELECTRICITY, THIRUVANANTHAPURAM- 695
001

SHRI. SUDHEER GANESHKUMAR, STANDING COUNSEL

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR ADMISSION ON
30.09.2019, THE COURT ON THE SAME DAY DELIVERED THE FOLLOWING:

J U D G M E N T

The petitioner was awarded the installation and commissioning work of a solar power project by the Kerala State Electricity Board ('the Board'). As per the terms of the contract entered into between the petitioner and the Board in this connection, the work

had to be completed by the petitioner on or before 14.02.2019. The petitioner has not completed the work within the said time. The term of the contract was, therefore, extended till 31.08.2019. The petitioner has not completed the work during the extended period as well. Further, it was observed that the petitioner has engaged sub contractors to execute the work assigned to them contrary to the terms of the contract. The petitioner was, therefore, issued a communication by the Board informing them that the Board would be constrained to proceed with the termination of the project. Ext.P7 is the communication issued by the Board to the petitioner in this connection. Ext.P7 communication is under challenge in the writ petition.

2. Heard the learned counsel for the petitioner as also the learned Standing Counsel for the Board.

3. As noted, Ext.P7 is only a communication issued by the Board to the petitioner informing them that appropriate steps would be taken to terminate the contract for having not completed the work within the time stipulated and for having sub contracted the work, violating the terms of the contract. Ext.P7 is not the order terminating the contract assigned to the petitioner. Communications in the nature of Ext.P7 which do not affect the rights of the parties cannot be challenged in a proceedings under Article 226 of the Constitution on any ground whatsoever. The writ petition, in the

circumstances, is dismissed.

Sd/-

P.B.SURESH KUMAR

JUDGE

pkk

APPENDIX

PETITIONER'S EXHIBITS:

EXHIBIT P1	TENDER NO 8/ KSEBL/CE)RESS)/SPV MYLT/1.0MW/2016-17
EXHIBIT P2	WORD ORDER NO. 4/2017-18 DTD 07-12-2017
EXHIBIT P3	AGREEMENT NO. 20/2-17-18 DATED 01-03-2018
EXHIBIT P4	MOM DATED 21-02-2019
EXHIBIT P5	PROJECT IMPLEMENTATION SCHEDULE EMAIL DATED 12-06-2019
EXHIBIT P6	EMAIL SENT BY THE PETITIONER DATED 20-06-2019
EXHIBIT P7	NO. CE (RESS) PROJECTS/AEE1/SPV MYLATTY/2019-20/532 DATED 02-07-2019 (THE IMPUGNED TERMINATION LETTER.
EXHIBIT P8	EMAIL SENT BY THE PETITIONER TO THE FIRST RESPONDENT DATED 10-07-2019