

SMT. ASLHING @ LHINGJANONG

v.

L.S. JOHN & ORS.

November 22, 1983

[S. MURTAZA FAZAL ALI, O. CHINNAPPA REDDY AND
E.S. VENKATARAMIAH, JJ.]

Contract—When a party writes to the opposite party that it is closing the contract, does the contract subsist?

The respondent who was a party to a subsisting contract with the Government for widening of a road wrote a letter to the concerned Executive Engineer stating that he was closing the said contract. The appellant contended that the contents of the letter did not have the effect of putting an end to the contract

Dismissing the appeal,

HELD : After the letter, the contract came to an end by breach and was no longer subsisting. Acceptance of the letter by the authorities was unnecessary for putting an end to the contract although the breach may give rise to an action for damages. [864 B-C]

CIVIL APPELLATE JURISDICTION : Civil Appeal No. 1189 of 1982.

From the Judgment and Order dated the 18th December, 1981 of the Gauhati High Court in Election Petition No. 1 of 1980.

S. Rangarajan, S.K. Nandy and S. Parikh for the Appellant.

A.K. Nag for the Respondent.

The Judgment of the Court was delivered by

FAZAL ALI, J. In this election appeal the only point for determination is whether at the time when respondent No. 1 filed his nomination paper he held a subsisting contract with the Government for widening the PLP road. While it is true that there was such a contract in existence prior to 30.11.1979, respondent No. 1 wrote a

A letter on 30.11.1979 to the concerned Executive Engineer stating that he was closing the said contract. The last date for filing nomination was 10.12.1979. It is argued that the contents of the said letter does not have the effect of putting an end to the contract. After going through the contents of the letter it is absolutely clear that the contractor unilaterally put an end to the contract and informed the Department concerned accordingly and also he had resigned from the contractor's list of PWD Manipur. Thus after this letter the contract came to an end by breach and the contract was no longer subsisting. Mr. Rangarajan has submitted some very nice and delicate questions for consideration. One of them being that until and unless the letter is accepted by the Authority the contract would continue and thus the respondent would suffer from the disqualification. In our opinion having regard to the contents of the letter it is not possible to accept the argument of Mr. Rangarajan that the contract was subsisting. The acceptance of the letter by the authorities was unnecessary for putting an end to the contract although the breach may give rise to a cause of action for damages. No other point is raised before us. We do not find any merit in this appeal and it is dismissed without any order as to costs.

H.L.C.

Appeal dismissed.