

(2010) 08 JH CK 0084
In the Jharkhand High Court

Akankcha Security Services and Company Private Ltd.	APPELLANT
Vs	
Patliputra Medical College	RESPONDENT

Date of Decision : 04-08-2010

Acts Referred:

Citation : (2010) 4 JLJR 606

Hon'ble Judges : Ramesh Kumar Merathia, J

Bench : Single Bench

Final Decision : Dismissed

Judgement

Ramesh Kumar Merathia, J.—Heard the parties.

2. Petitioner, a Security Agency, has filed this writ petition for quashing the notice dated 6.12.2008 issued by the respondents-Medical College, cancelling the agreement between the petitioner and the College, after expiry of three months i.e. with effect from 4.3.2009.

3. Under an agreement dated 2.12.2006, petitioner was given the work of security services by the respondents. The respondent issued a letter to the petitioner on 8.9.2008 informing it that the security services were not satisfactory and asked the petitioner to do the needful as indicated in the letter. Petitioner replied on 10.9.2008 saying that it has done the needful. Thereafter, the impugned notice dated 6.12.2008 was issued to the petitioner saying that the security services were wholly un-satisfactory and inspite of giving chance to the petitioner, the services did not improve and accordingly the agreement would stand cancelled after expiry of three months. On the same day i.e. on 6.12.2008, another notice was issued claiming damages on account of removal/theft of huge quantity of soil, from the college premises.

4. Mr. Sahni, learned Counsel for the petitioner, submitted that the petitioner removed/corrected all the discrepancies/deficiencies in the services, pointed out by the respondents.

5. On the other hand, Mr. Rajan Raj, appearing for the respondents, denied and disputed the said contention and submitted that the services of the petitioner did not improve inspite of giving chance to it and therefore the agreement was rightly cancelled. He further submitted that the endorsement of the satisfactory service on the back of the bill was only for the purpose of passing the bills and such endorsements cannot neutralize the case of the respondent that the services were wholly unsatisfactory.

6. After hearing the parties at length and on going through the records, I am satisfied that the actions of the respondents need no interference by this Court under writ jurisdiction for the following reasons.

7. The dispute between the parties arises out of a non-statutory contract. Petitioner's contention is that its services were found satisfactory and therefore the agreement could not be terminated, whereas according to the respondents, the services were wholly unsatisfactory and therefore the agreement was rightly cancelled. There is serious dispute between the parties on facts. The parties are also alleging violation of contract against each other. Clause 7 of the agreement reads as follows:

7. That, in case, either party is dis-satisfied with the performance of each other, both parties will have right to cancel the deed of agreement for which three months prior notice will be given by either party.

8. The judgments relied by Mr. Sahni reported in 2009 (3) JCR 12 (Jhr)-M/s Central Coalfields Ltd v. M/s Ajay Transport Company is not applicable to the facts and circumstances of this case, rather the judgments relied by Mr. Raj reported in Nandganj Sihori Sugar Co. Ltd., Rae Bareli and another Vs. Badri Nath Dixit and others, and Noble Resources Ltd. Vs. State of Orissa and Another, , support his contentions.

However, if the petitioner requests for payment of bills, the undisputed amount may be paid by the respondents to the petitioner, within four weeks of receipt of such request, without prejudice to the respective cases of the parties.

9. In the facts and circumstances of the case and for the reasons aforesaid, this writ petition is dismissed with the said observations. However. No costs.