

**(2000) 04 AP CK 0081**

**In the Andhra Pradesh High Court**

**Case No : Writ Petition No. 5616 of 2000**

Jagadish Travels

APPELLANT

Vs

Director, National Remote Sensing Agency, Hyd. and others

RESPONDENT

**Date of Decision : 06-04-2000**

**Acts Referred:**

Constitution of India, 1950 — Article 226

**Citation :** (2000) 3 ALD 641 : (2000) 2 ALT 796

**Hon'ble Judges :** B. Sudershan Reddy, J

**Bench :** Single Bench

**Advocate :** Mr. K. Prasad, for the Appellant; Mr. C.V. Rajeev Reddy, SC for NRSA, for the Respondent

## Judgement

1. Heard the learned Counsel for the petitioner and Sri C. V. Rajeev Reddy, learned Standing Counsel for the respondents. At their request the matter is taken up for hearing and disposal at the admission stage. Rule Nisi.

2. The petitioner in the instant writ petition prays for issuance of a writ of mandamus declaring the action of the respondents in not extending the contract of the petitioner for a period of one more year pursuant to the satisfactory certificate dated 4-11-1999 issued by the second respondent herein as illegal and contrary to law.

3. The petitioner entered into a contract with the first respondent for supply of six TATA Sumo Vehicles on hire basis. The contract period was for a period of two years commencing from 1-4-1998. Admittedly the contract has come to an end. The petitioner herein relies upon clause (D) of the contract and contends that since his performance is satisfactory, as certified by one of the authorities of the first respondent, he is entitled for extension of contract.

Clause (D) of the contract read:

"The contract is effect from 2-5-1998 and is valid for two years and extendable by one more year subject to satisfactory performance. However, no escalation is

agreeable during the contract period for whatever reasons."

4. The question raised for consideration in this writ petition is no more *res Integra*. But squarely covered by a decision of this Court in *Mazda Travels Vs. Government of India, Department of Space, New Delhi and another*, . In the said judgment, this Court took the view that the contract in question is a pure commercial contract and it is not a statutory contract. The Courts have repeatedly held that the non-statutory contract cannot be permitted to be enforced under Article 226 of the Constitution of India and the aggrieved parties should resort to civil Court remedies or arbitral remedies. I do not find any reason whatsoever to take a different view from the one taken by this Court in *Mazda Travel's* case (*supra*). Therefore, no relief could be granted to the petitioner.

5. However, it is brought to my notice by the learned Standing Counsel appearing on behalf of the respondent that the petitioner has already submitted his tender pursuant to the notification. Obviously, the tender of the petitioner also shall have to be considered along with other tenderers. No other relief could be granted to the petitioner.

6. The writ petition fails and the same shall accordingly stand dismissed. No costs.