



HIGH COURT OF UTTARAKHAND AT NAINITAL

THE HON'BLE CHIEF JUSTICE SHRI MANOJ KUMAR GUPTA

AND

THE HON'BLE JUSTICE SHRI SUBHASH UPADHYAY

04th August, 2026

WRIT PETITION (M/B) NO. 617 of 2026

M/s Raghubir Singh Nishant Yadav Associates

-----Petitioner

Versus

State of Uttarakhand and Others

----Respondents

Presence:-

Ms. Geetanjali Dhami, learned counsel for the petitioner.

Mr. Amrendra Pratap Singh, learned Additional Advocate General with Mr. M.S. Bisht, learned Brief Holder for the State.

JUDGMENT: (per Manoj Kumar Gupta, C.J.)

1. The present writ petition has been filed assailing the notice dated 26.05.2026, issued by the Principal, Government Doon Medical College, Dehradun to the petitioner firm regarding proposed action against it on account of various defaults committed by the petitioner-firm in carrying out its obligations under a contract between it and the Medical College.

2. The petitioner-firm was awarded a contract for running hostel mess meant for boys and girls students residing in hostels attached to the Medical College. The contract is dated 01.12.2023. The impugned notice states that the Manager of the petitioner-firm, namely, Atiq Ahmed had realized mess charges from the students, but, instead of depositing the same in account of the Medical College, he had misappropriated the same by depositing it in his personal account. It is further stated that the petitioner is



not running the mess since 22.05.2026, despite specific instructions. The petitioner firm, itself admitting that it amounts to a serious financial irregularity had lodged a First Information Report against its Manager at Police Station Patel Nagar, District Dehradun. On basis of the aforesaid allegations, the petitioner-firm was required to deposit the balance of the rent for the months of June, 2025 to May, 2026 amounting to Rs.43,80,000/- within three days and also the amount realized by Atiq Ahmed from the students on basis of his personal QR Code or in cash and also forthwith vacate the mess, failing which legal proceedings would be initiated against the petitioner.

3. The petitioner is stated to have sought resolution of the dispute vide letter dated 01.06.2026 through Dispute Resolution Cell as contemplated under Clause 31 of the agreement.

4. According to learned counsel for the petitioner, the resolution cell, though constituted on the request of the petitioner, has yet not taken any decision in the matter.

5. The submission of learned counsel for the petitioner is that the amount being demanded from the petitioner is not in terms of the contract and it is also sought to be contended that the petitioner has not committed any breach of the obligations conferred upon it under the contract.



6. On the other hand, it is submitted that the default was on part of the respondents as the lawful payments under the contract were not made to the petitioner on account of which, the petitioner expressed its inability to run the mess.

7. The issues sought to be raised by the petitioner are essentially questions of fact, requiring the parties to lead evidence and its appreciation, which, in our considered opinion, cannot be done in the present proceedings.

8. As the dispute is still stated to be pending before the Dispute Redressal Cell, therefore, without prejudice to the same, we decline to interfere in exercise of writ jurisdiction.

9. The writ petition is accordingly dismissed.

10. Pending application, if any, also stands disposed of.

(MANOJ KUMAR GUPTA, C.J.)

(SUBHASH UPADHYAY, J.)

Dated: 04.08.2026
KKS/PP