
(2003) 12 DEL CK 0062
In the Delhi High Court
Case No : CW No. 5007 of 2003

Prem Chand

APPELLANT

Vs

Union of India (UOI) and Others

RESPONDENT

Date of Decision : 05-12-2003

Acts Referred:

Constitution of India, 1950 — Article 12, 226

Citation : (2004) 1 CTLJ 200 : (2004) 72 DRJ 289 : (2004) 137 PLR 11

Hon'ble Judges : Badar Durrez Ahmed, J

Bench : Single Bench

Advocate : Ajit Singh, for the Appellant; R.C. Pandey and Anjana Gosain, for the Respondent

Final Decision : Dismissed

Judgement

Badar Durrez Ahmed, J.—This petition has been filed by the petitioner seeking the quashing of the letter dated 26.06.2003, whereby the petitioner's contract for washing of clothes has been terminated. Certain allegations have been mentioned in the letter of termination. It is clear that the arrangement between the petitioner and the respondents 2-4 was purely contractual. Earlier, the contract for washing had been given to the petitioner's father and the contracts were renewed from time to time since 1947. The contract was transferred to the petitioner, upon the request of the petitioner's father, by the respondents 2-4 on or about 1993. Thereafter, the contractual relationship between the petitioner on the one hand, and the respondents 2-4 on the other hand, has continued. This contractual relationship has been sought to be brought to an end by the letter dated 26.06.2003 which is impugned in the present petition.

2. It is well-settled that purely contractual matters do not fall within the realm of public law and, accordingly, the Court does not normally interfere in such matters in exercise of its writ jurisdiction under Article 226 of the Constitution. If it were a matter of statutory contract, then the position might have been different. This, however, is not the case either. It is a matter of a contract voluntarily entered

upon between the two parties and the fact that one of the parties happens to be the State or an instrumentality of the State covered within the definition of 'State' under Article 12 of the Constitution of India, will not make such relations amenable to writ jurisdiction under Article 226 of the Constitution.

3. In this view of the matter, it is clear that the petitioner has an alternative remedy by way of filing a suit or other proceedings which are open to him and which he may pursue. The present remedy is not the appropriate remedy and, accordingly, the writ petition is liable to be dismissed and is so dismissed. The shall be no order as to costs.