
(2019) 07 CHH CK 0122
In the Chhattisgarh High Court
Case No : Writ Petition (C) No. 3473 Of 2017

Raj Agrawal Proprietor

APPELLANT

Vs

General Manager

RESPONDENT

Date of Decision : 18-07-2019

Acts Referred:

Constitution Of India, 1950 — Article 226

Citation : (2019) 07 CHH CK 0122

Hon'ble Judges : P.R. Ramachandra Menon, CJ; Parth Prateem Sahu, J

Bench : Division Bench

Advocate : Abhishek Vinod Deshmukh, Vivek Chopda

Final Decision : Dismissed

Judgement

P.R. Ramachandra Menon, CJ

1. The grievance of the Petitioner is mainly with regard to the termination of the contract and also as to the blacklisting of the Petitioner-Firm for a period of two years, which, according to the Petitioner is not at all sustainable either in the facts or in law. The prayers are in the following terms.

"1. That, this Hon'ble Court may kindly be pleased to issue writ/writs, order/orders, direction/directions quashing the letter dated 11.07.2017 issued by the Respondent No. 1.

2. That, this Hon'ble Court may kindly be pleased to issue writ/writs, order/orders, directing the Respondent No. 3 to decide the appeal filed by the Petitioner.

3. That, this Hon'ble Court may kindly be pleased to grant any other relief(s), which is deemed fit and proper in the aforesaid facts and circumstances of the case."

2. Heard Shri Deshmukh, the learned counsel for the Petitioner as well as Shri Chopda, the learned Standing Counsel for the Respondent-Company.

3. During the course of hearing, it is brought to the notice of this Court by learned counsel for the Petitioner that the period of two years for which the Petitioner was blacklisted is already over. The rest is with regard to the correctness and sustainability of the order dated 11.07.2017 passed by the 1st Respondent putting an end to the contract which was awarded to the Petitioner.

4. On going through the nature of the pleadings and the prayers, it is seen that a fact adjudication may be necessary to ascertain as to who was at fault and whether the liability could be mulcted upon the shoulders of the Petitioner herein or whether the Respondents would be justified in the action leading to termination of the contract, which is sought to be challenged.

5. After hearing both the sides, we find that the said exercise cannot be pursued by this Court in exercise of the jurisdiction under Article 226 of the Constitution of India. Without prejudice to the rights and liberties of the Petitioner to pursue other appropriate remedy and more particularly, when the agreement itself provides for settlement of disputes as envisaged under clause 13 of the agreement, in accordance with law, interference is declined and the writ petition stands dismissed.