

(2011) 09 UK CK 0113
In the Uttarakhand High Court
Case No : Special Appeal No. 180 of 2011

Smt. Sarita Karnwal	Vs	APPELLANT
Meerut Mandal Vikas Nigam Ltd. and Others		RESPONDENT

Date of Decision : 27-09-2011

Acts Referred:

Citation : (2011) 2 UD 164

Hon'ble Judges : Barin Ghosh, C.J; Umesh Chandra Dhyani, J

Bench : Division Bench

Final Decision : Dismissed

Judgement

Barin Ghosh, C.J.—Respondent No. 1 proposed to sell a rice mill at Village Rohalgi, Pargana Jwalapur, Tehsil and District Hardwar. For that purpose, it issued an advertisement on 22nd May, 1992, inviting offers from intending purchasers. Appellant gave an offer of Rs. 12.52 lakhs. Subsequent thereto, there were some negotiations; in course whereof, Appellant increased its offer to Rs. 12.62 lakhs. A committee, appointed by the Board of Directors of Respondent No. 1, looked into the matter and reported, on 9th June, 1992, that the offer of the Appellant may be accepted. The matter was then brought to the notice of the State Government, when the State Government, by an order dated 25th July, 1992, approved the sale proposed to be effected by Respondent No. 1 of the said rice mill in favour of the Appellant. One Ms. Deepa Singhal submitted a letter dated 30th October, 1992 to Respondent No. 1 and thereby, offered to purchase the said rice mill at Rs. 15.11 lakhs. She also purported to deposit a sum of Rs. 5,000/- as a token to show the genuineness of the said offer. On receipt of the said offer, the file for sale of the said rice mill was further processed, when it was opined that, in public interest, it would be appropriate to re-advertise the sale of the said rice mill. At this stage, in the year 1993, Appellant filed a writ petition in the Hon'ble Allahabad High Court and obtained an interim order directing the parties to maintain status quo. The writ petition was transferred to this Court in the year 2007.

2. In the writ petition, a mandamus was sought upon Respondent No. 1 to complete the necessary formalities for transfer of the said rice mill in favour of the Appellant. In other words, Appellant, in the writ petition, sought for specific performance of an agreement allegedly entered by the Appellant with Respondent No. 1. The fact remains that the Appellant miserably failed to demonstrate, in the writ petition, that there was any agreement inter se the Appellant and Respondent No. 1 for sale of the said rice mill by Respondent No. 1 in favour of the Appellant. Despite the Appellant offering to purchase the said rice mill at Rs. 12.52 lakhs and increasing the offer to Rs. 12.62 lakhs and the State Government approving the sale in favour of the Appellant, the offer, thus given, was not accepted by Respondent No. 1.

3. In the circumstances, question of the Court issuing mandamus, directing Respondent No. 1 to complete the sale of the said rice mill in favour of the Appellant, did never arise. The learned Judge, who dealt with the writ petition, having noticed what has been stated above, dismissed the writ petition.

4. Before us in the appeal, it is being contended by the Appellant that in the facts and circumstances of the case and, in particular, since the State Government had approved the sale, the Court was obliged to issue a mandamus directing Respondent No. 1 to accept the offer thus given by the Appellant. A writ court is incompetent to issue a mandamus directing one of the parties to enter into a contract by accepting the offer given by the other party. The fact remains that one of the parties, namely, Respondent No. 1, was still pondering over, whether the price, as offered by the Appellant, was the appropriate price for sale of the rice mill in question.

5. As the writ petition was thoroughly misconceived, the same is the appeal. The appeal is, accordingly, dismissed.