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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ WP (C) No.6592/2012 & WP (C) No.6553/2012

LOOK EAST NIRMAN

..... Petitioner

Through: Mr. Sanjay Poddar, Sr. Adv. with
Mr. Harish Pandey, Mr. Rajiv Singh &
Mr. Manoj Rai, Advs.

versus

NATIONAL BUILDINGS CONSTRUCTION
CORPORATION LTD AND ANR

..... Respondents

Through: Mr. Manoj Kumar Das, Adv. for R-1.
Ms. Gurjinder Kaur, Adv. for
Mr. Amrit Pal Singh, Adv. for R-2.

CORAM:

HON'BLE MR. JUSTICE SANJAY KISHAN KAUL

HON'BLE MR. JUSTICE VIPIN SANGHI

ORDER

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16.10.2012

WP (C) No.6592/2012 & CM No.17414/2012 (Stay)

WP (C) No.6553/2012 & CM No.17334/2012 (Stay)

- The dispute arises out of a contract to carry on work at Mizoram for development of scheme for Lunglei Town and Saiha Town. The contracts have been terminated by respondent No.1. There are disputed questions of fact as to whether there was *force majeure* which may account for the delay on the part of the petitioner or whether the petitioner without reason delayed and then abandoned the contracts as claimed by respondent No.1. It is also the case of the petitioner that there was revision of drawing and change in scope of work.

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In view of the aforesaid facts & circumstances it is not possible in exercise of jurisdiction under Article 226 of the Constitution of India to determine the dispute which would require evidence.

Learned senior counsel for the petitioner at this stage suggests that a via media may be possible as the respondents have floated a risk purchase tender and none applied for the same for which the last date was yesterday, i.e., 15.10.2012. It is stated that in view thereof now the date has been extended to 1.11.2012. The petitioner states that since risk purchase is at its cost, the petitioner can participate in the tender. Learned counsel suggests that the petitioner is willing to complete the work under the contract and that too within the stipulated time of the contract as modified by floating the risk purchase tender and at the same cost.

In view of the suggestion, respondent No.1 may examine the feasibility of getting the work done from the petitioner. To facilitate this the petitioner may be permitted to apply on the aforesaid terms in the fresh tender.

The petitions and the applications stand dismissed in the aforesaid terms.

Dasti to learned counsels for the parties under the signatures of the Court Master.


SANJAY KISHAN KAUL, J.


VIPIN SANGHI, J.

OCTOBER 16, 2012
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