

Court No. - 40

Case :- WRIT - C No. - 36096 of 2023

Petitioner :- M/S Master Construction

Respondent :- Union Of India And 3 Others

Counsel for Petitioner :- Vatsala,Ravi Kant

Counsel for Respondent :- A.S.G.I.,Manu Vardhana

Hon'ble Mahesh Chandra Tripathi,J.

Hon'ble Prashant Kumar,J.

1. Heard Mrs. Vatsala, learned counsel for the petitioner and Shri Manu Vardhana, learned counsel for Union of India.

2. The amendment application dated 17.10.2023 is allowed. Let the amendment be carried out forthwith.

3. Present writ petition has been preferred for quashing the E-Tender No.39202320-135 dated 28.7.2023; Letter of Acceptance dated 21.8.2023 issued by respondent no.3 and the termination letter dated 12.10.2023 issued by respondent no.3 against the petitioner and for a further direction to respondent nos.2 and 3 not to forfeit the earnest money of Rs.5,54,700/- and not to invoke performance guarantee of Rs.35,00,000/- deposited vide FDR No.39760300023555 by the petitioner.

4. We have proceeded to examine the record in question and find that contractual dispute is involved in the present matter, which cannot ordinarily be interfered with by this Court under Art.226 of the Constitution of India. In **Kerala State Electricity Board & Anr. Vs. Kurien E.Kalathil & Ors., (2000) 6 SCC 293**, Hon'ble the Apex Court has opined that disputes arising out of the terms of a contract or alleged breach have to be settled by the ordinary principles of law of contract. The Supreme Court further observed that even if a Statute expressly or impliedly confers powers on a statutory body to enter into a contract in order to enable it to discharge its functions, such an activity will not raise any issue of public law. The contract between the parties would remain in the realm of private law and would not be a statutory contract. The disputes relating to interpretation of the terms and conditions of such a contract could not have been agitated in a petition under Article 226 of the Constitution of India. That is a matter for adjudication by a civil court or in arbitration if provided for in the contract. Reliance has also been placed on the judgments in **Hindustan Petroleum Corporation Limited & Anr. Vs. Dolly**

Das, (1994) 4 SCC 450 and M/s R.S. Associate Vs. State of U.P. & Ors. Writ-C No.11544 of 2014, decided on 24.02.2014.

5. In the facts and circumstances of the case, we are not inclined to interfere in the matter under Art.226 of the Constitution of India. However, if the petitioner is aggrieved, it may either file an ordinary civil suit or if there is an arbitration agreement between the parties to invoke the terms of the agreement.

6. The writ petition stands **disposed of** accordingly.

Order Date :- 17.10.2023

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