



2024:UHC:9072-DB

SL. No.	Date	Office Notes, reports, orders or proceedings or directions and Registrar's order with Signatures	COURT'S OR JUDGE'S ORDERS
	05.12.2024		WPMB No. 550 of 2024 <u>Hon'ble Manoj Kumar Tiwari, A.C.J.</u> <u>Hon'ble Vivek Bharti Sharma, J.</u> Mr. Aditya Singh, learned counsel for petitioner. 2. Mr. J.C. Pande, learned Standing Counsel for the State of Uttarakhand. 3. Petitioner has challenged Show Cause Notice dated 19.11.2024 issued by Engineer-in-Chief cum Head of Department, Uttarakhand Public Works Department. In the said Show Cause Notice, it has been stated as under:- “18. In light of the foregoing, and after a thorough review of EPIL's letter dated 08-10-2024, the Public Works Department (PWD) is issuing this final show cause notice under Clause 5 of the subject Contract Agreement dated 27-09-2019, requesting you to explain why the Contract Agreement dated 27-09-2019 should not be terminated for breach of terms and conditions. 19. EPIL is hereby required to provide a detailed written explanation, along with any relevant supporting documentation, justifying your position on the matters raised in this notice. EPIL's response must reach this office within 7 days from the date of receipt of this notice. Failure to provide a satisfactory response within the stipulated timeframe will leave PWD with no choice but to initiate termination of the Contract



			Agreement under Clause 5 and take further action as deemed necessary under applicable law and the terms of the agreement. 20. This action, if initiated, will include but not be limited to the imposition of liquidated damages as outlined in Clause 13 of the Contract Agreement and recovery of any utilized funds or amounts due to PWD. The onus of all consequences arising from such action will rest solely upon EPIL. We trust you will give this matter your immediate and earnest attention to avoid such measures.” 4. Learned State Counsel submits that the writ petition is premature, as petitioner can submit his reply to the Show Cause Notice impugned in the writ petition. He further submits that there is an arbitration clause contained in Clause-19 of the Agreement entered into between petitioner and Uttarakhand Public Works Department. 5. Learned counsel for petitioner submits that petitioner is not responsible for delay and the delay was on the part of Uttarakhand Public Works Department, which failed to enter into an Agreement with Indian Railways.
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6. We are not inclined to go into the question whether the delay is on the part of petitioner or it was on the part of the employer.

7. Since petitioner has challenged the Show Cause Notice and he has a remedy of submitting a reply to the said Show Cause Notice, therefore, we dismiss the writ petition as premature, with liberty to petitioner to give reply to the Show Cause Notice dated 19.11.2024.

(Vivek Bharti Sharma, J) (Manoj Kumar Tiwari, ACJ)

05.12.2024

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S RATHOUR

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