

HIGH COURT OF CHHATTISGARH, BILASPUR**WPC No. 1367 of 2015**

Hemesh Kumar Gandhi S/o Late Shri P.C. Gandhi Aged About 37 years R/o A -2,
Contractor Resident Of Vikas Nagar, Kondagaon, Tahsil Kondagaon, District
Kondagaon Chhattisgarh

---- Petitioner**Versus**

1. State Of Chhattisgarh Through The Secretary, School Education Department,
Mahanadi Bhawan Mantralaya, New Raipur Chhattisgarh
2. The Managing Director, Rajya Madhyamik Shiksha Mission, Raipur District Raipur
Chhattisgarh
3. The Collector Narayanpur, District Narayanpur Chhattisgarh
4. The District Education Officer Cum District Project Officer, Rashtriya Madhyamik
Shiksha Mission, Narayanpur, District Narayanpur Chhattisgarh

---- Respondents

For Petitioners	:	Ms. Sharmila Singhai, Advocate
For Respondent/State	:	Shri R.K. Gupta, Dy. A.G. for the State.

Order On Board**05/08/2015**

Heard.

This petition has been filed by the petitioner seeking indulgence of this Court in the matter of construction of public building in relation to which a letter has been issued on 20.5.2015 directing petitioner to stop the work and refund the advance.

Learned counsel for the petitioner submits that the petitioner is not responsible for delay in execution of work in view of what has been stated in communication dated 14.1.2015 of the District Education Officer. It is next contended that the allegation of substandard work, preparation of inquiry report and finding contained therein are not factually correct. The petitioner should have been given proper opportunity to explain his position, to expedite work and also to explain that the delay is not because of petitioner's act. The action of the respondents is therefore arbitrary.

The facts stated in the petition, the communications made on record prima facie show that respondent-authority got carried out spot inspection and upon physical verification, it has been found that the petitioner has not been raising construction according to specifications. There are allegation that the petitioner is not able to complete the work in time also.

Apparently, therefore, a dispute has arisen between the petitioner and respondent authority in the matter of execution of contract work. This is a dispute arising out of a contract. If respondents have proceeded to terminate the contract, the petitioner's remedy is to seek appropriate relief by filing suit instead of approaching the writ Court. I do not find that the respondents have proceeded in the manner which should warrant indulgence of writ Court in such contractual matters involving inquiry into seriously disputed question of fact with regard to performance of respective parts of the parties in the contract.

With the liberty aforesaid, the petition is dismissed.

Sd/-

**(Manindra Mohan Shrivastava)
Judge**