

**THE HON'BLE SRI JUSTICE M.S.RAMACHANDRA
RAO**

W.P.No.26638 of 2015

ORDER:

Heard Sri T.Koteswara Rao, learned counsel for the petitioner and Sri S.V.Ramana, learned Standing Counsel for the respondents.

2. In this Writ Petition, the petitioner assails the order

dt.01-08-2015 of 1st respondent giving the petitioner one month's notice prior to termination of the contract granted to the petitioner for cleaning and sweeping of Rajahmundry Bus Station. The petitioner represents M/s.Safai Karmachari Rellimatha Sankshema Seva Sangam on 24-03-2014. The said Sangam was entrusted the work of cleaning and sweeping of APSRTC, Rajahmundry for a period of two years.

3. By the impugned order dt.01-08-2015, the petitioner was informed that 2nd respondent had informed 1st respondent that the contract work performed by the petitioner was not satisfactory and that pursuant to clause 18 of the contract entered into between the parties one month's advance notice is given to the petitioner.

4. Petitioner contends that prior to issuing this impugned order, there was no prior intimation about the unsatisfactory performance of the contract and that clause

19 of the said contract entitles the petitioner to work for two years from the date of entering into the contract. While the petitioner admits that the respondents have right to terminate the contract with a month's notice if it is of the opinion that the work of the contractor is not satisfactory as indicated in clauses 41 and 42 of the contract, the petitioner however disputes the fact that the work of contractor is not satisfactory.

5. In the counter affidavit filed on behalf of the respondents, the respondents submit that the petitioner failed to maintain the Bus station complex, Rajahmundry in a neat and tidy condition and had not provided the prescribed number of labour, that he was advised to improve the performance by deploying the prescribed number of labour by way of letters/notices, but he did not do so. The respondent contends that in terms of clause 18 of the Contract between the parties, the respondents were within their right to terminate the contract.

6. Learned counsel for the respondent further submitted that disputes after award of contract to a party are not normally entertained in proceedings under Article 226 of the Constitution of India and in any event, the relief of specific performance of the contract cannot be granted under Article 226 of the Constitution of India. He further contends that if the petitioner is aggrieved by the termination, he can approach the civil Court and can claim

damages for the termination of the contract by making out a case for such relief.

7. I have noted the submissions of both sides.

8. It is not disputed that if the work of the petitioner is not satisfactory and the maintenance of the contract area is not done properly, under clauses 41 and 42 of the contract, the respondents were entitled to terminate it. Clause 18 entitles respondent to terminate the contract with one month's advance notice. The question whether the work of the petitioner was satisfactory or not is a disputed question of fact and if the petitioner is of the view that the ground on which the contract is terminated is not valid, it is open to the petitioner to approach the Civil Court and seek relief of damages for unlawful breach of contract by the respondent by establishing the grounds that seeking a relief of damages. Once a contract is concluded between the parties, it is settled law that the jurisdiction under Article 226 of the Constitution of India is not normally exercised to resolve contractual disputes.

9. In this view of the matter, the Writ Petition is dismissed granting liberty to the petitioner to approach competent civil court seeking relief of damages, if he is so advised. No costs.

10. As a sequel, the miscellaneous petitions

pending, if any, shall stand closed.

JUSTICE M.S.RAMACHANDRA RAO

Date: 26-11-2015

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