

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CWP No.14689 of 2015

Date of decision:23.7.2015

M/s D.S. Development Services

....Petitioner

VERSUS

State of Haryana and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE HEMANT GUPTA

HON'BLE MRS. JUSTICE LISA GILL

Present: Mr. Raman B. Garg, Advocate for the petitioner.

HEMANT GUPTA, J.(Oral)

The challenge in the present writ petition is to the communication dated 07.07.2015 whereby the contract period was not extended after its expiry after granting extension earlier.

The petitioner was granted contract for parking site at Gurgaon for a period of two years vide letter dated 17.01.2013. The petitioner was allotted alternative site on the same terms and conditions as conveyed on 28.02.2013. It was thereafter on 04.03.2015 after the expiry of the contract period, the petitioner was allowed to continue till the finalization of the fresh tenders on the same terms and conditions.

The grievance of the petitioner is that thereafter vide communication dated 07.07.2015, the contract has been terminated from 31.5.2015 even though the contract period was extended till the fresh tenders have been finalized.

We do not find any merit in the argument raised by learned counsel for the petitioner that the petitioner has a right to continue with the contract till the finalization of the fresh parking contract. The contract awarded to the petitioner was for a period of two years. That period has come to an end in February, 2015. Thereafter, the communication to extend the period of contract till the finalization of the fresh contract is an ad hoc arrangement which could be modified or varied by the respondents at any point of time. The petitioner has no right to continue with the contract even if the fresh contract has not been awarded as the contractual obligation came to an end in February, 2015. The clause in Annexure P-3 that the petitioner is allowed to continue till allotment of the fresh tender does not confer any vested right to continue with the contract as it was an ad hoc arrangement which could be terminated by the respondents at any point of time.

In view thereof, we do not find any merit in the present writ petition.

Dismissed.

(HEMANT GUPTA)
JUDGE

JULY 23, 2015
‘D. Gulati’

(LISA GILL)
JUDGE