

IN THE HIGH COURT OF PUNJAB & HARYANA AT CHANDIGARH

CWP No.7165 of 2014 (O&M)

Date of decision: 29.02.2016

Khadi Ashram

....Petitioner

Versus

Khadi & Village Industries Commissioner and others

...Respondents

CORAM: HON'BLE MR. JUSTICE RAJESH BINDAL

Present: Mr. R.K. Sharma, Advocate, for the petitioner(s).

Mr. N.S Jagdeva, Advocate, for respondent No.1.

Mr. Vijay S. Kajla, Advocate, for
Mr. Kulwant Singh, Advocate,
for respondent No.2. (in CWP No. 7165 of 2014)Mr. D.K Tuteja, Advocate and
Mr. Dishant D. Tuteja, Advocate,
for respondents No. 2.
(in CWP Nos. 11289,11291 and 11495 of 2014)Ms. Avnika Gupta, Advocate, for
Mr. Vinod S. Bhardwaj, Advocate,
for respondent No. 2 (in CWP No. 11327 of 2014)

Rajesh Bindal, J.

This order will dispose of a bunch of petitions bearing CWP Nos. 7165, 8953, 11289, 11291, 11327 and 11495 of 2014 as the common questions of law and facts are involved. However, facts have been extracted from CWP No. 7165 of 2014.

Challenge *inter alia* has been made to a tripartite agreement entered into between the petitioner- Khadi Ashram and respondents No. 1 and 2, in terms of which certain assets and liabilities of the petitioner were transferred to the decentralized units. In terms of the conditions laid down in the tripartite agreement, the loan transferred to the decentralized units was to be paid by them and on failure by the petitioner. As the tripartite

agreement is a contractual obligation defining rights and liabilities of the parties thereto pertaining to the transfer of assets and liabilities, the issue cannot be raised in writ jurisdiction. Accordingly, the present petitions are dismissed. However, the petitioner shall be at liberty to avail of appropriate remedy in accordance with law.

(Rajesh Bindal)
Judge

29.02.2016

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