

\$~18

* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ LPA 129/2016 & CM. 7247/2016.

AKHIL CHAWLA

..... Appellant

Through Mr.B.K.Chawla & Ms.Ruchika Bhan,
Advocates

Versus

MINISTRY OF RAILWAYS & ORS

..... Respondents

Through Mr.Jagjit Singh & Mr.Preet Singh,
Advocates

CORAM:

HON'BLE THE CHIEF JUSTICE

HON'BLE MR. JUSTICE JAYANT NATH

ORDER

29.02.2016

%

1. This appeal is preferred against the order of the learned Single Judge dated 21.12.2015 dismissing W.P.(C) No.11872/2015. The unsuccessful writ petitioner is the appellant before us.

2. The appellant/writ petitioner who was executing the work of hiring of multi-utility vehicles and trucks for loading of track material and machineries in Northern Railway had earlier filed W.P.(C) No.5152/2015 assailing the action of the Railways in not clearing his Bill in terms of Price Variation Clause (PVC) in the agreement. Having taken note of the fact that the legal notice got issued on behalf of the writ petitioner regarding the said claim was yet to be responded by the Northern Railways, W.P.(C) No.5152/2015 was disposed of by order dated 22.05.2015 recording the assurance of the learned counsel for the Northern Railways that the petitioner's claim would be decided within six weeks. Thereafter, by letter dated 15.07.2015, the appellant herein/writ petitioner was informed by the

Northern Railways that PVC was not applicable to his case and, therefore, his claim is rejected. The appellant filed a fresh writ petition being W.P.(C) No.11872/2015 seeking a direction to the respondents/Northern Railways to clear the final PVC Bill of Rs.5,29,366/-. By the order under appeal, the learned Single Judge dismissed the writ petition observing that if the petitioner is aggrieved by non-payment of PVC Bill, he should avail the appropriate remedy as per the contract.

3. Having heard the learned counsel for the appellant, we do not find any justifiable reason to interfere with the order of the learned Single Judge.

4. Admittedly, the dispute relates to enforcement of terms and conditions of the contract between the parties which cannot be adjudicated in writ proceedings. As rightly observed by the learned Single Judge, the appellant is, therefore, at liberty to work out the other appropriate remedy available under law.

5. The appeal is accordingly dismissed.

CHIEF JUSTICE

JAYANT NATH, J.

FEBRUARY 29, 2016

v