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IN THE HIGH COURT OF DELHI AT NEW DELHI

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W.P.(C) 1047/2016 & C.M.No.4570/2016

SHAMBHAVI CONTRACTORS (PVT.) LTD Petitioner

Through Mr.Vishal K. Panwar, Advocate.

versus

M/S NATIONAL BUILDINGS CONTRUCTION CORPORATION
LIMITED AND ORS Respondents

Through

Date of Decision: 09th February, 2016

CORAM:

HON'BLE MR. JUSTICE MANMOHAN

J U D G M E N T

MANMOHAN, J: (Oral)

1. Present writ petition has been filed seeking quashing of termination of the contract dated 4th May, 2012, whereby the contract of the petitioner for rehabilitation, restrengthening, remodelling retrofitting, renovation and interior decoration of existing building of Allahabad Bank Building situated at A-17, Parliament Streets, New Delhi – 110 001 was terminated on the ground of delay in completion of work.

2. In the petition, it has been averred that delay in completion of work was attributable to the respondent as the site was not made available to the petitioner within time and also payments were not released in a timely manner.

3. This Court has perused the writ petition and finds that it entails serious disputed question of facts.

4. Court is also of the view that the present writ petition is barred by delay and laches as the termination of the contract took place more than three years back.

5. In ***State of Madhya Pradesh and another Vs. Bhailal Bhai & Anr., AIR 1964 SC 1006***, the Supreme Court has held as under:-

“.....Learned Counsel is right in his submission that the provisions of the Limitation act do not as such apply to the granting of relief under Art.226. It appears to us however that the maximum period fixed by the legislature as the time within which the relief by a suit in a civil court must be brought may ordinarily be taken to be a reasonable standard by which delay in seeking remedy under Art.226 can be measured. This Court may consider the delay unreasonable even if it is less than the period of limitation prescribed for a civil action for the remedy but where the delay is more than this period, it will almost always be proper for the Court to hold that it is unreasonable.....”

6. The Supreme Court in ***Banda Development Authority, Banda Vs. Moti Lal Agarwal & Ors., (2011) 5 SCC 394*** has held as under:-

“ 17. It is true that no limitation has been prescribed for filing a petition under Article 226 of the Constitution but one of the several rules of self-imposed restraint evolved by the superior courts is that the High court will not entertain petitions filed after long lapse of time because that may adversely affect the settled/crystallised rights of the parties. If the writ petition is filed beyond the period of limitation prescribed for filing a civil suit for similar cause, the High Court will treat the delay unreasonable and decline to entertain the grievance of the petitioner on merits.”

(emphasis supplied)

7. Since third party right has been created and the risk purchase contractor has admittedly been appointed to complete the balance contract, this Court is of the view that no interference is called for in the present writ petition and the same along with the application is accordingly dismissed.

MANMOHAN, J

FEBRUARY 09, 2016
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