

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No. 2171 of 2017**

M/s Mohan Poddar, Engineers & Builders, Through its power of attorney holder
Shri Ankit Kedia, S/o late Ashok Kedia, having its office at A/406, Crystal Arcade,
Shankar Nagar Raipur, Civil & Revenue District Raipur (C.G.)

---- Petitioner**Versus**

1. Chhattisgarh State Warehousing Corporation, through its Managing Director, N-03, Avanti Vihar, Raipur (C.G.)
2. The Executive Engineer, Chhattisgarh State Warehousing Corporation, N-03, Avanti Vihar, Raipur (C.G.)

---- Respondents

For Petitioner	:	Shri Maneesh Sharma and Shri Vivek Chopda, Advocates
For Respondents	:	Shri B.D. Guru, Advocate

Hon'ble Shri Thottathil B. Radhakrishnan, Chief Justice
Hon'ble Shri Sharad Kumar Gupta, Judge

Order on Board**Per, Thottathil B. Radhakrishnan, Chief Justice****21/08/2017**

1. This writ petition is filed challenging the termination of a contract for construction of 3600 MT Godown Complex for the Chhattisgarh State Warehousing Corporation.
2. We have heard the learned counsel for the Petitioner and the learned counsel for the Corporation at the stage of admission.
3. Annexure-P/5 is the document under which the Petitioner was directed by the Corporation to start the work following the acceptance of the offer on 30.07.2016 and execution of the agreement on the same day. This means

that the offer of the Petitioner was accepted, the agreement was entered into and a notice to start work was issued on 30.07.2016. It is the clear and specific term in Annexure-P/5 that the time is deemed to be the essence of contract on the part of the contractor. The time fixed for completion of the work is nine months (including rainy season) and is to be reckoned from the date of the said order to commence the work. Obviously, therefore, the period for completion of the work expired in April, 2017. Petitioner has no case that the work is completed. Now in August, 2017, we are not prepared to hear the Petitioner's plea, in writ jurisdiction, that he was entitled to a pre-decisional notice before termination.

4. The learned counsel for the Corporation also pointed out that there is an arbitration clause in the contract between the parties. Obviously, therefore, the Petitioner will have the remedy to seek relief even without going to be civil court if he has any claim for compensation or others claims to be made in relation to work for which he was engaged.
5. For the aforesaid reasons, we do not see any ground to interfere with the termination of the contract. This writ petition, therefore, fails and is accordingly dismissed.

Sd/-

(Thottathil B. Radhakrishnan)
Chief Justice

Sd/-

(Sharad Kumar Gupta)
Judge