

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No.2420 of 2017**

Shekh Khalil S/o Shekh Kalim, Aged About 25 Years R/o Ward No. 2,
Baikunthpur, Odgi Naka, District Koriya Chhattisgarh.

---- Petitioner**Versus**

1. State Of Chhattisgarh Through Its Secretary General Administrative Department,
Secretariat At Mahanadi Bhawan, New Raipur, District Raipur Chhattisgarh.
2. Collector, Baikunthpur District Koriya Chhattisgarh.
3. Superintendent Of Police, Baikunthpur, District Koriya Chhattisgarh.
4. Pankaj Kumar Gupta, Ward No. 2, Odgi Naka, Sanjay Nagar, Baikunthpur,
District Koriya Chhattisgarh.

---- Respondents

For Petitioner : Shri Jai Prakash Shukla, Advocate.
For Respondent/State : Shri Prafull N. Bharat, Additional Advocate General.

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

Order on Board**Per Thottathil B. Radhakrishnan, Chief Justice****05/09/2017**

1. We have heard the learned counsel for the Petitioner and the learned Additional Advocate General.
2. The Petitioner entered into a non-statutory contract to provide two vehicles on hire, on monthly payment basis, to the district administration through the Collector, Baikunthpur, District – Koriya. As per Annexure-P/1, the said contract has been terminated by the establishment on the ground that one of the two vehicles which were offered truly belonged to yet another person namely Shyam Narayan Tiwari and such fact as to ownership of the vehicle in terms of the registration records were suppressed while entering into the agreement.

3. The fact that the vehicle bearing registration No. CG-10 U 0432 belonged to Shyam Narayan Tiwari at the relevant time is not a matter for dispute. That being so, the mere non-issuance of a pre-decisional notice and extending an opportunity of hearing at that stage does not, in our considered view, are not decisive on the facts and in the circumstances of the case in hand.
4. The learned counsel for the petitioner further argued that the transaction between the State and the Petitioner was divisible based on the two different agreements which were executed. It is thus, argued that there is no reason to cancel the agreements for both the vehicles. In such contracts which relate to hospitality sector as part of governance, which are also non-statutory contracts, we cannot find any illegality, arbitrariness or other vitiating elements that would warrant visitation through the writ jurisdiction. It is definitely within the jurisdiction of the Collector to take said decision as was appropriate, having regard to the confidence that the said office ought to have to continue the contract with the Petitioner.
5. We therefore, do not find any legal infirmity or error on facts, in the conclusion arrived at by the Collector leading to the issuance of Annexure-P/1. The writ petition therefore fails.
6. In the result, the writ petition is dismissed.

Sd/-

(Thottathil B. Radhakrishnan)
CHIEF JUSTICE

Sd/-

(Sharad Kumar Gupta)
JUDGE