

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**WPC No. 356 of 2017**

Bajrang Lal Agrawal S/o Late Shri Maluram Agrawal, Aged About 53 Years R/o Ravi Motors, Raigarh Chowk, Kharsia, Tahsil, Thana & Post Kharsia Distt. Raigarh (Chhattisgarh) 496661 ---- **Petitioner**

Versus

1. Chhattisgarh State Warehousing Corporation Through Its Managing Director, N-3, Avanti Vihar, Near Railway Crossing, Telibandha, Raipur (Chhattisgarh)
2. Chhattisgarh State Warehousing Corporation, Kharsia, District Raigarh (Chhattisgarh) ---- **Respondents**

For Petitioner	:	Dr. N.K. Shukla, Senior Advocate with Mr. Vikram Sharma, Advocate
For Respondents	:	Mr. B.D. Guru, Advocate, on advance copy.

Hon'ble Shri Justice Manindra Mohan Shrivastava**Order On Board****16/02/2017**

Heard on admission.

1. This petition has been filed by the petitioner for declaration that insistence to perform the work of godowns handling is contrary to the terms of contract of Notice Inviting Tender and the agreement entered into between the parties and the petitioner is being subjected to 'begar' (work without wages).
2. Learned Senior counsel for the petitioner submits that the petitioner had entered into a contract for loading, unloading, handling and transport at specified depots/godowns/railheads of Chhattisgarh State Warehousing Corporation. Though the petitioner has been performing his part of contract as per the terms of the contract, the respondent authorities are insisting the petitioner to carry on certain work which is at variance with the agreed terms of contracts between the parties and he is being coerced to accept the new terms of contract. When the petitioner did not agree to work at variance with the

terms of the contracts between the parties, letter was issued to him on 04.01.2017 stating that if the petitioner does not accept the command of the respondents to work in the manner directed, appropriate legal action would be taken against the petitioner. The petitioner apprehending that some adverse action may be taken to the prejudice of his right under the agreement in violation of corresponding obligation of the respondent, this petition has been filed.

3. Learned counsel for the respondents sought to rely upon the terms of contracts contained in general information to tenders and terms of Notice Inviting Tender as referred to in letter dated 04.01.2017 to submit that the petitioner is not obligated to work as directed by the respondents.

4. It appears that some kind of dispute has arisen between the parties. However, except stating in the letter dated 04.01.2017 that appropriate legal action would be taken, till date, no specific prejudicial order has been passed by the respondents so as to say that he has been prejudiced in respect of his rights under the agreement between the parties. In the petition, the petitioner has stated that because of the letter, apprehending that his earnest money and bank guarantee may be forfeited, the petitioner started working in the manner as directed by the respondents.

5. Be that as it may, unless any positive action is taken against the petitioner, at this stage, I do not find that this Court is called upon to decide the lis between the parties. This is so because letter dated 04.01.2017 what has been stated is that if the petitioner does not accept legal action would be taken against him. It would only depend upon the course of things that may follow. In case any adverse order is passed including any financial loss, the petitioner would have liberty to approach this Court.

6. With the aforesaid liberty, the petition is disposed off.

Sd/-

**(Manindra Mohan Shrivastava)
Judge**