

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**WPC No. 2465 of 2018**

Subhash Jha S/o Indradev Jha, Aged About 32 Years R/o Ward No. 20, Purani Sharab Bhatti Road, Danteswari Ward, Azad Chowk, Jagdalpur Chhattisgarh.

---- Petitioner**Versus**

1. State Of Chhattisgarh Through The Secretary, Department Of Panchayat And Rural Development, Mahanadi Mantralaya, Naya Raipur, Post Office And Police Station Naya Raipur, District Raipur Chhattisgarh.
2. Engineer In Chief, Chhattisgarh Rural Road Development Authority, Civil Line, Raipur, District Raipur Chhattisgarh.
3. Chief Executive Officer, Chhattisgarh Rural Road Development Authority, Civil Line, Raipur, District Raipur Chhattisgarh.
4. Collector, District Kondagaon Chhattisgarh.
5. Superintending Engineer, Chhattisgarh Rural Road Development Authority, Project Division-02, Jagdalpur, District Bastar Chhattisgarh.
6. Executive Engineer Cum Member Secretary, District Project Execution Unit, Chhattisgarh Rural Road Development Authority, District Kondagaon, Chhattisgarh.

---- Respondents

For Petitioner	: Shri Rakesh Kumar Jha, Advocate.
For Respondent/State	: Shri UNS Deo, Government Advocate.

Hon'ble Shri Ajay Kumar Tripathi, Chief Justice
Hon'ble Shri Parth Prateem Sahu, Judge

Order on Board**03/12/2018****Per Ajay Kumar Tripathi, Chief Justice**

1. Heard counsel for the parties.
2. The tender for construction of a rural road under the *Pradhan Mantri Gramin Sadak Yojna* for stretch of 5.15 km. was awarded to the Petitioner by issuance of work order on 03.03.2014. Work was required to be completed within a period of 24 months i.e. 18.03.2016, but the same has not been done even in the extended period of time.

3. The authorities therefore decided to issue notice to him to give him an opportunity of hearing, but it seems that repeated efforts as well as adjournments granted to the Petitioner did not beget the required response because he kept seeking adjournments one ground or other and even avoided receiving notice by speed-post.
4. It is noticed that this opportunity of hearing was required to be given to the Petitioner in terms of the previous directions issued by this Court in another writ petition which was Writ Petition (C) No.2842 of 2017, disposed off on 23.11.2017.
5. The authorities therefore decided to pass a speaking order on 26.02.2018 keeping in mind the 45 days, which was fixed for taking a decision. Now the matter is back in the Court with a fresh writ application because the respondent authorities decided to annul the contract, a copy of which is Annexure P/3 and subject matter of challenge.
6. Submission of the counsel for the Petitioner is that it is an ex parte order and significant amount of work, in fact almost 90% of work have been completed by him. Re-issuance of tender and the value thereof could be an indicator to the same. The Petitioner is still willing to complete the work awarded if certain time is given to him. One of the reason given for non-completion is said to be illness of his wife and prolonged treatment she had to undergo at Vishakhapatnam etc. etc.
7. From the speaking order (Annexure P/3), the progress of work so made or done by the Petitioner in terms of the targets fixed in the contract and what had been achieved has been reproduced. If it is an indicator of the kind of work done by the Petitioner in furtherance to the contract, then it cannot be said that it is anywhere near completion.

8. People of this State as well as the public exchequer has been suffering at the hands of the contractors due to unfinished projects for years together. They always have a long list of reasons for failing to perform their obligation. But it is not for this Court to examine the merits thereof. Since these are public projects having implication for the people at large, there is need and requirement to ensure that they are completed within a time frame or at least the extended time granted by the authorities, if the bonafide for non-completion is established before them.

9. These are not matters where the Courts should substitute its wisdom and start monitoring implementation of the contract through litigation.

10. The speaking order contained in Annexure P/3 has been passed for cogent and valid reasons and therefore in terms of the contract and the provisions therein quoted in the order, the respondent have power to annul the contract. Let remedy therefore be sought within the terms of the contract or by moving the Arbitration Tribunal so constituted in this regard. This Court will not interfere with the impugned order or the decision to award the contract by inviting fresh tender since it is neither arbitrary nor malafide.

11. Writ has no merit. It is dismissed.

Sd/-

(Ajay Kumar Tripathi)
CHIEF JUSTICE

Sd/-

(Parth Prateem Sahu)
JUDGE