

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

Date of Decision: 22.03.2018

(i) C.W.P. No. 22870 of 2017

Rajinder Pal

.....Petitioner

Versus

General Manager, Food Corporation of India and others

.....Respondents

(ii) C.W.P. No. 22968 of 2017

M/s Roshal Lal and Company

.....Petitioner

Versus

Food Corporation of India and others

.....Respondents

**CORAM: HON'BLE MR. JUSTICE S.J.VAZIFDAR, CHIEF JUSTICE
HON'BLE MR. JUSTICE AVNEESH JHINGAN, JUDGE**

**Present: Mr. R.S. Randhawa, Advocate
for the petitioners.**

**Mr. Rajesh Garg, Senior Advocate with
Mr. Sundeep Kumar, Advocate
for the respondents.**

S.J. VAZIFDAR, CHIEF JUSTICE

**C.M. No. 1959 of 2018 in
CWP No. 22870 of 2017 and
C.M.No.1964 of 2018 in
CWP No. 22968 of 2017.**

Allowed subject to all just exceptions.

CWP Nos. 22870 and 22968 of 2017

Learned senior counsel appearing on behalf of the respondents reiterates the statement made in paragraph-11 of the written statement in CWP No.22870 of 2017, in respect of both the petitions to the effect that the Food Corporation of India has not cancelled the agreement with the petitioners and has only called tenders to discover its own rates for the kharif marketing season 2017-18. He states that the petitioners in both the cases have not been stopped from implementing the contract and that even hereafter till 31.03.2018 they will not be prevented from carrying out the

work under the contract.

If the statements are incorrect or if the statements are not complied with hereafter, the petitioners are always at liberty to adopt proceedings in accordance with law for the damages, compensation or otherwise.

Needless to add that contempt petition filed by the petitioner in CWP No. 22968 of 2017 will be decided on its own merits.

Accordingly both the petitions are disposed of.

**(S.J. VAZIFDAR)
CHIEF JUSTICE**

22.03.2018
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**(AVNEESH JHINGAN)
JUDGE**

Whether speaking/reasoned

Yes/No

Whether Reportable:

Yes/No