

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

CWP-23194-2017 (O&M)
Date of decision : 01.10.2018

Arvinder Singh and another

...Petitioner(s)

Versus

Deputy Director Storage and another

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JITENDRA CHAUHAN

Present: None for the petitioner.

Mr. Siddharth Sanwaria, DAG, Haryana.

JITENDRA CHAUHAN, J.

Prayer in the instant petition filed under Articles 226/227 of the Constitution of India is for issuance of a writ in the nature of Mandamus directing the respondents to make the payment of ₹ 1,51,20,000/- to the petitioners along with interest after deducting the amount already paid, in respect of storage of wheat crop from 2013 to 2016 towards godown rent; and to hand over the possession of the plinths constructed by the petitioners.

It is the case of the petitioners that they were allotted three-year contract/work order by the respondents under guarantee scheme on 20.12.2013. Under the said contract, the petitioners were required to construct open plinths for storage of wheat crop for three years i.e. 2013-14, 2014-15 and 2015-16. Before the execution of the contract, the District Level Committee inspected the site on 14.02.2013, 15.02.2013 and 20.02.2013, where the plinths had to be constructed. On the basis of the

inspection report submitted by the Committee, the petitioners were allowed to construct the plinths as per the specifications within a specified period. After the completion of construction work, the site was again inspected on 17.03.2013 and the open plinths constructed by the petitioners were found to be in order and within the time frame. Thereafter, the petitioners handed over the open plinths to the respondents.

The grouse of the petitioners is that as per the terms and conditions of the contract, total rent of ₹ 1,51,20,000/- was payable to the petitioners as rent. However, the respondents have refused to make the payment on the agreed terms i.e. as per the three-year guarantee scheme and instead, released the amount on actual basis.

Learned State counsel, on the other hand, submits that vide registered letter dated 06.05.2013 (Annexure R-5), the petitioner No.1 was informed that the plinths were not constructed as per the specifications and within the specified time, therefore, the rent would be paid on actual basis. Thereafter also, the respondents inspected the site on various dates and shortcomings/irregularities were noticed. No agreement under the three-year guarantee scheme was executed between the petitioners and the respondents.

Heard.

The primary requirement for the execution of contract under the three-year guarantee scheme was construction and upkeep of plinths as per the prescribed specifications and time frame. From the perusal of letters dated 06.05.2013, 19.06.2013, 06.08.2013 and 08.07.2014 (Annexure R-5 colly.), it is crystal clear that the petitioners never adhered to the pre-

conditions for execution of the contract and failed to construct the plinths in accordance with the instructions. Therefore, payment of rent on actual basis cannot said to be illegal or perverse. It has also been brought to the notice of this Court by learned State counsel that the plinths were de-stocked on 04.11.2014 and possession thereof was handed over to the petitioners on 31.12.2014. The rent has also been paid on actual basis till 31.03.2014.

In this view of the matter, the instant petition sans merits and is accordingly dismissed.

01.10.2018*atulsethi***(JITENDRA CHAUHAN)
JUDGE**

Whether speaking / reasoned : Yes No

Whether Reportable : Yes No