

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

Civil Writ Petition No. 2714 of 2018

DATE OF DECISION: 07.03.2018

M/s Amar Jyoti Security Services (Regd.)

....Petitioner

versus

State of Haryana and others

....Respondents

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

Present: Dr. Surya Parkash, Advocate, for the petitioner.

Mr. Deepak Balyan, Addl. Advocate General, Haryana
for respondent Nos.1 to 3.

Mr. Ashok Arora, Advocate, for respondent No.4.

..

S.J. VAZIFDAR, CHIEF JUSTICE:

The petitioner has sought a writ of certiorari to quash orders dated 03.08.2017, 19.01.2018 and 01.02.2018 passed by respondents No.2 and 3. The effect of the orders was to cancel the contract entered into by the official respondents with the petitioner and award of the balance work to the private respondents i.e. respondent No.4.

2. By an order dated 01.03.2018 we set out the facts and granted the interim relief in the nature of final relief but limited to the next date of hearing.

3. The affidavits and reply have been filed. The position, however, remains the same as noted in our order dated 01.03.2018. It is not necessary to set out the same again. Suffice it to note that the only reason for terminating the petitioner's contract was that an FIR had been filed against one of the partners of the petitioner. The official respondents themselves have not raised any grievance against the petitioner or for that matter even against the petitioner's

partner against whom the FIR has been filed. No independent enquiry in regard thereto has been conducted by the official respondents. Curiously the Managing Director-respondent No.5 of respondent No.2 even before issuing any notice to the petitioner directed the work to be withdrawn from the petitioner and to be granted to respondent No.4. Still further, the work was granted to respondent No.4 on the terms and conditions of an earlier contract entered into between respondent No.3 and respondent No.4 which casts a heavier financial burden upon the official respondents than under the contract with the petitioner.

4. In the circumstances, the impugned orders are quashed and set aside. However, the statements made by and on behalf of the petitioner as recorded in our order dated 01.03.2018 including that the petitioner would do the work at the rates not higher than the rates at which respondent No.4 has now been awarded the work is accepted. In other words, it will be open to the official respondents to pay the petitioner the amounts under the contract entered into between the petitioner and the official respondents or the rates payable to respondent No.4 whichever is beneficial to the official respondents. Needless to add that the impugned order insofar as it restrains the disbursement of the amount to the petitioner is vacated.

The petition is accordingly disposed of.

(S.J. VAZIFDAR)
CHIEF JUSTICE

(AVNEESH JHINGAN)
JUDGE

07.03.2018
ravinder

Whether speaking/reasoned	√ Yes/No
Whether Reportable:	√ Yes/No