

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

**CWP-609-2017 (O&M)
Date of decision : 23.08.2018**

M/s S&D Computer Associates

...Petitioner(s)

Versus

I.K. Gujaral Punjab Technical University and another

...Respondent(s)

CORAM: HON'BLE MR. JUSTICE JITENDRA CHAUHAN

Present: Mr. Deepak Arora, Advocate,
for the petitioner.

Mr. J.S. Lalli, Advocate,
for the respondents.

JITENDRA CHAUHAN, J.

The petitioner, *inter alia*, seeks issuance of a writ in the nature of Mandamus, directing the respondents to make the outstanding payments for the educational facilities provided by the petitioner-Institute.

It is contended that the petitioner entered into collaborative agreement with the respondent-University and M/s Vidya Infosys for imparting technical education to the students through regular as well as distance education mode. The petitioner was obligated to collect the periodical fee and remit the same to M/s Vidya Infosys, which was further to be remitted to the respondents. Vide Memorandum of Understanding dated 26.03.2012 (Annexure P-2), it was decided that the fee would be shared amongst the three stake-holders in a fixed ratio. Subsequently, the respondents decided to wind up their operations in the State of Himachal

Pradesh and accordingly, all the study centres closed. However, the petitioner, which has been providing services to the respondents since 2002, has not been paid its dues.

On the other hand, learned counsel for the respondents submits that there is no privity of contract between the petitioner and the respondent-University as no such contract was entered into between them. In fact, respondent No.2 had entered into one contract with M/s Vidya Infosys (designated as Regional Centre), which later on entered into an agreement with the petitioner (designated as Learning Centre).

Heard.

The petitioner has not placed on record any document to show that it had directly entered into any agreement/contract with the respondent-University. In fact, as per record, the respondents engaged one M/s Vidya Infosys as Regional Centre, which further entered into a contract with the petitioner as Learning Centre. The claim of the petitioner, if any, would lie against said M/s Vidya Infosys and not against the respondents.

In view of the above discussion, the instant petition being devoid of any merit, is hereby dismissed.

23.08.2018
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(JITENDRA CHAUHAN)
JUDGE

Whether speaking / reasoned : Yes No

Whether Reportable : Yes No