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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

+ LPA 504/2018 & CM No.35690/2018

FRONTLINE (NCR) BUSINESS SOLUTIONS PVT LTD. Appellant
Through: Mr. Saurabh Prakash, Mr. Kunal
Gosain & Mr. Utsav Jain, Advocates

versus

INDIAN AGRICULTURAL RESEARCH INSTITUTE & ANR

..... Respondents

Through: Mr. Vivek Goyal, CGSC with Mr.
Jitendra Kumar Tripathi, Mr. Vipin
Agrawal & Mr. Anshuman Nayak,
Advocates for UOI

CORAM:

HON'BLE MR. JUSTICE SANJIV KHANNA

HON'BLE MR. JUSTICE CHANDER SHEKHAR

ORDER

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10.09.2018

This intra court appeal by the writ petitioner in WP(C) No.8041/2018 impugns the order dated 2.8.2018 passed by the learned Single Judge on the issue- whether the letter dated 31.7.2018 issued by the Indian Agricultural Research Institute ('IARI' for short) was in accordance with the letter of extension dated 25.7.2018.

2. The letter dated 31.7.2018 had directed the appellant to handover complete charge of the Security/Watch and Ward services in the IARI Complex at New Delhi to M/s Mi2c Security and Facilities (P) Ltd. on 00 hours on 31.7.2018.

3. Having heard learned counsel for the appellant, we are not inclined to interfere with the impugned order interpreting terms of the

extension letter dated 25.7.2018.

4. The appellant relies on the agreement dated 30.4.2012, which had required one month's notice. This agreement was for a period of one year. Thereafter, there were extensions from time to time for fixed periods.

5. IARI had floated Notice Inviting Tender ('NIT') for Security/Watch and Ward services on 16.10.2017. The appellant, along with several others, had participated in the NIT and given bids. As per the appellant, technical bids were put on the portal on 27.1.2018 and thereafter 14 bids out of 22 were declared as meeting the technical specifications.

6. It is, in this background, that we have to read the letter dated 25.7.2018, the relevant portion of which reads as under:

"In this context, it is to inform you that the Director, IARI has decided to extend the existing job contract for providing Security Services at IARI premises for a further period of 2 (two) months on same rates, terms and conditions of the contract w.e.f. 01.07.2018 to 31.08.2018 or till the finalization of the new tender, whichever is earlier."

The terms mentioned therein are accepted by the appellant.

7. The learned Single Judge in view of the specific stipulations in the letter dated 25.7.2018, has rightly held that there was no contractual requirement to give one month's notice and, therefore, the action of the respondent requiring the appellant to handover

Security/Watch and Ward arrangement on the midnight of 31.7.2018 cannot be faulted on this account. The extension was for merely two months or till finalization of the NIT. The terms were clear. As NIT was finalised, the appellant was asked to handover security/watch and ward arrangement. This is not a case for premature termination, but the tenure came to an end as per terms agreed.

8. Learned counsel for the appellant submits that the stipulation in the letter dated 25.7.2018 would be contrary to certain statutory provisions, for the IARI should be treated as the principal employer of the watch and ward staff employed by the appellant. Learned counsel for the appellant submits that the appellant wants to invoke the arbitration clause. We would make no comments in this regard. This plea and contention was not raised before the Single Judge. In case the appellant invokes arbitration proceedings, it will be open to the respondent to defend the same in accordance with law.

9. We would also record the learned Single Judge has not disposed of the writ petition, as the second issue regarding award of tender/work is pending. We do not make any observations on the said aspect.

10. Recording the aforesaid, the appeal is dismissed. Pending application is also dismissed.

SANJIV KHANNA, J

CHANDER SHEKHAR, J

SEPTEMBER 10, 2018

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