

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR
WPC No. 685 of 2019

Shree Mahamaya Construction And Transport Having Its Office At Old Dhamtari Road, Clay Castle Colony Dunda, Raipur Chhattisgarh Through Its Proprietor Smt. Nalini Mishra D/o Shri Kedar Nath, Aged About 35 Years R/o A/50 Clay Castle Colony, Beside Abiba Green City Old Dhamtari Road, Dunda, Raipur District Raipur Chhattisgarh.

---- **Petitioner**

Versus

1. State Of Chhattisgarh Through The Secretary, Urban Administration And Development Department, Mahanandi Bhawan, Atal Nagar, District Raipur Chhattisgarh.
2. Director Urban Administration And Development Directorate, Mahanandi Bhawan, Atal Nagar, District Raipur Chhattisgarh.
3. Collector Raipur District Raipur Chhattisgarh.
4. Chief Municipal Officer Nagar Palika Parishad, Kumhari, District Durg Chhattisgarh.
5. President Nagar Palika Parishad, Kumhari, District Durg Chhattisgarh.
6. Shri Pankaj Sharma Chief Municipal Officer, Nagar Palika Parishad, Kumhari, District Durg Chhattisgarh.
7. Swapnil Upadhyay President, Nagar Palika Parishad, Kumhari, District Durg Chhattisgarh.

---- **Respondents**

For Petitioner	: Shri Sanjay Patel, Advocate.
For Respondent/State	: Smt. Fouzia Mirza, Additional Advocate General.
For Respondents No.4 to 7	: Shri Pankaj Agrawal, Advocate.

Hon'ble Shri Ajay Kumar Tripathi, Chief Justice
Hon'ble Shri Parth Prateem Sahu, Judge

Order on Board

25/02/2019

Per Ajay Kumar Tripathi, Chief Justice

1. Heard counsel for the parties.
2. One of the reason why we are not inclined to interfere with the decision of termination of contract dated 11.02.2019 is because despite regular communication made with the Petitioner in relation to default of payment to the

hired hands as also deposit of money in their GPF account, no remedial measures seems to have been taken and it is the Corporation which has been compelled to make payments to the hired hands.

3. It is also dispute of factual kind in relation to full compliance with the terms and conditions of the agreement. Details of which has not only been provided in the order of termination of the contract, but the return as well.

4. Be that as it may, since it is not a case of accepted dues, therefore, we will not interfere with the impugned order.

5. Writ application is dismissed.

6. Dismissal of the writ application however will not come in the way of whatever relief, which may be available to the Petitioner within the framework of the agreement i.e. contract or common law remedy, as the case may be.

Sd/-

(Ajay Kumar Tripathi)
CHIEF JUSTICE

Sd/-

(Parth Prateem Sahu)
JUDGE