

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No. 1198 of 2019**

M/s Anil Kumar Gupta, Through Partner Amit Kumar Gupta, S/o Anil Kumar Gupta, Aged About 27 Years, R/o Pratappur Naka, Shivdhari Colony, Ambikapur, District- Surguja, Chhattisgarh.

---- Petitioner**Versus**

1. State of Chhattisgarh Through Secretary, Public Works Department Mahanadi Bhawan, New Mantralaya, Atal Nagar, District- Raipur, Chhattisgarh.
2. The Engineer-In-Chief Public Works Department, Raipur, District- Raipur, Chhattisgarh.
3. The Chief Engineer Public Works Department, Division- Ambikapur, District- Surguja, Chhattisgarh.
4. The Superintending Engineer Public Works Department, Division- Ambikapur, District- Surguja, Chhattisgarh.
5. The Executive Engineer Public Works Department (B/R), Korea Division- Manendragarh, District- Korea, Chhattisgarh.

---- Respondents

For Petitioner	: Shri Apoorva Tripathi, Advocate.
For Respondent	: Shri Gagan Tiwari, Deputy Government Advocate.

Hon'ble Shri P.R. Ramachandra Menon, Chief Justice
Hon'ble Shri Manindra Mohan Shrivastava, J.

Order on Board**Per Manindra Mohan Shrivastava, J.****17/05/2019**

1. Heard.
2. The Petitioner herein has filed this petition aggrieved by the action of the Respondents whereby the Respondents, in the matter of a construction work carried out by the Petitioner under the works contract, proceeded to terminate the agreement and thereafter, proceeded to issue a new notice inviting tender for the remaining construction works.

In 2015, a notice inviting tender was published by the Respondents for construction of a building of a Polytechnic College at Janakpur. The Petitioner emerged as the successful bidder and he was awarded the contract towards which agreement was executed and the work order was

also issued in favour of the Petitioner on 22.06.2015. Later on, on account of certain disputes having arisen, a letter was issued to the petitioner on 17.05.2016 to stop the work. The Petitioner laid blame on the authorities saying that because of their non-cooperation, he could not complete the work in time and submitted an application for grant of extension of time. The request of the Petitioner did not find favour and the Respondent authorities proceeded to issue an order of termination on 30.10.2017. This was followed by a show cause notice issued to the Petitioner on 02.02.2018 to which reply was also submitted. Finally, the Respondents proceeded to issue a fresh NIT for getting the work completed by a new contractor. At this stage, the Petitioner challenged the action of the Respondents by filing this writ petition mainly on the ground that as far as the petitioner is concerned, he had been executing his work according to the terms of the contract and if the work could not be completed on time, he could not be blamed but the authorities.

3. On 27.03.2019, this Court issued notices to the Respondents and also passed an interim order to the effect that further steps to complete the tender process of the impugned re-tender shall be held back. The Respondents, thereafter, filed their return in which they have taken a stand that the non-completion of the work within time was attributable only to the defaults committed by the Petitioner and he has been laying blame on the authorities without any basis.
4. When this matter was taken up for consideration on the last date of hearing, learned counsel for the Petitioner came out with an offer that if he is granted indulgence to complete the remaining work at the earliest, he would be withdrawing all claims. Learned counsel for the parties were granted short time to seek instructions.
5. Today, the learned counsel for the Petitioner, upon instructions would submit that whatever work according to the Respondents has remained incomplete, would be completed positively within 30 days.

6. Learned counsel for the State would submit that according to the records of the Respondents, the Petitioner is required to complete the work which approximately amounts to about Rs. 32,00,000/-.
7. Learned counsel for the Petitioner would submit that on his undertaking to complete the remaining work, he may be granted indulgence in the matter.
8. We have seen that earlier, an interim order was passed in favour of the Petitioner on 27.03.2019 due to which further proceedings of re-tender have remained stayed. The public interest of having the college building completed at the earliest is paramount on which, we are inclined to grant the Petitioner an opportunity to complete the work within the period as undertaken by him. For this purpose, the Petitioner and the officers of the Respondents shall hold a measurement of the work which has been done by now, within a week from today. Within next 30 days of the date of inspection, the Petitioner will have to complete the work and submit the work completion report before the Respondent authorities. Upon submission of the such report, subject to verification by the Respondent authorities, the parties shall be at liberty to work out other modalities in accordance with the terms of the contract.
9. With the aforesaid directions and observations, this petition is disposed off, however, reserving rights and liberties to the parties with regard to amount or adjustment which may arise in future, if at all. It goes without saying that both the parties shall fully respect and act in accordance with the spirit of this order.

Sd/-
(P.R. Ramachandra Menon)
CHIEF JUSTICE

Sd/-
(Manindra Mohan Shrivastava)
JUDGE