

HONOURABLE SRI JUSTICE CHALLA KODANDA RAM

W.P.No.1759 of 2019

ORDER:

The petitioners approached this Court seeking declaration of the notice dt.19-01-2019 issued by 2nd respondent directing the petitioners Agency to submit monthly invoice bill from December 2018 to till date, within three days, otherwise, necessary action will be initiated by putting them in blacklist and forfeiting Earnest Money Deposit of the petitioners-agency, as illegal and arbitrary.

2. The petitioners contended that in spite of the fact that they are no longer interested to perform the contract and in terms of the contract, they have exercised the right by issuing notice of one month seeking termination of the contract, the respondents are not acting on the said notice and insisting them to carry on the work.

3. The termination notice was issued, admittedly, by the petitioners on 17-08-2018 putting the respondents on one month notice. However, in the letter dt.17-12-2018, the petitioners had admitted that they would be raising bills only up to November 2018 and thereafter, from December 2018, they are not raising any bills. In other words, so far as the petitioners are concerned, they have not performed any work with the respondents and consequently, they are not making any claim for the wages from December 2018.

4. Whereas respondents insist that the petitioners have performed contract up to February 2019. The stand of the

respondents that the petitioners shall raise bills from December 2018 is understandable as the petitioners themselves state that they have not executed any work from December 2018 and that they are not interested in claiming wages or compensation for the work alleged to have been done.

5. As of now, the respondents themselves have communicated with the contract stands terminated vide communication dt.18-02-2019.

6. In those circumstances, as the petitioners, in this Writ Petition, sought termination with effect from their notice dt.17-08-2018, the same has been terminated w.e.f. 18-02-2019, with respect to their grievances viz., whether they would be entitled to any payment up to February 2019 and whether they are liable for forfeiture of their Earnest Money Deposit or any other disputes with regard to the contract consequent upon the communication dt.18-02-2019, cannot be decided in this Writ Petition. Respective parties may avail the remedies available in law.

7. Subject to the above observations, the Writ Petition is closed. No costs.

8. Miscellaneous petitions pending in the Writ Petition, if any, shall stand closed.

JUSTICE CHALLA KODANDA RAM

Date: 11-03-2019.
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