

THE HONOURABLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION No.11136 OF 2019

DATED :17.06.2019

Between :

Mohd. Zaheeruddin S/o.Nizamuddin,
Age : 31 yrs, Occu : Stage II Contractor,
R/o.Peddapalli Town and District.

..

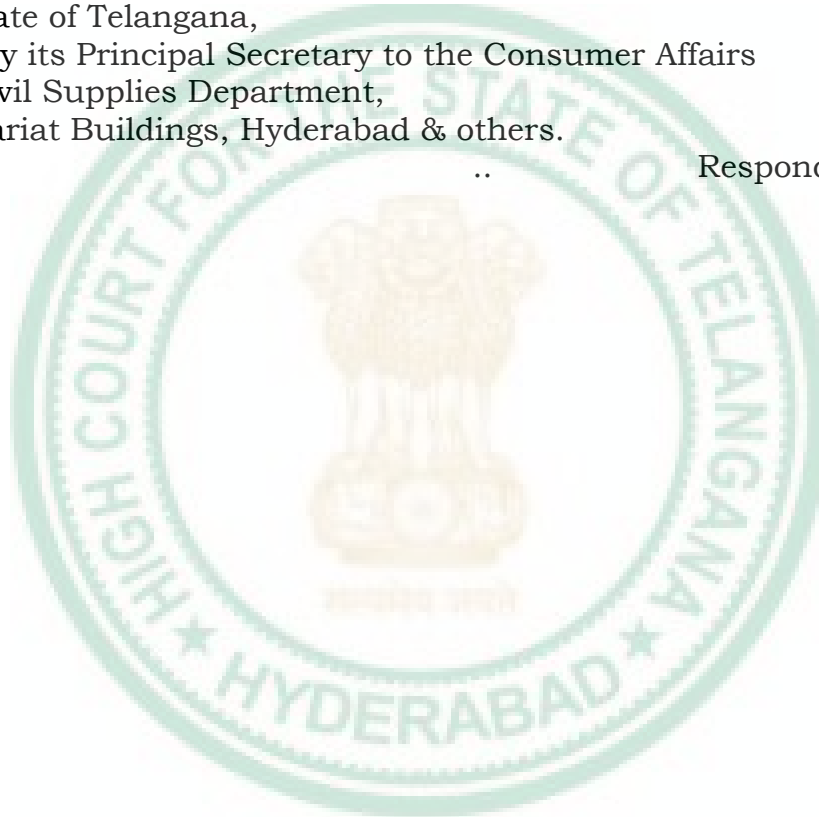
Petitioner

And

The State of Telangana,
Rep., by its Principal Secretary to the Consumer Affairs
And Civil Supplies Department,
Secretariat Buildings, Hyderabad & others.

..

Respondents



This court made the following :

THE HONOURABLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION No.11136 OF 2019

ORDER :

Heard learned counsel for petitioner and learned Government Pleader for Civil Supplies.

2. Petitioner was appointed as Stage-II Transport Contractor for transportation of Essential Commodities from Peddapalli M.L.S. Point to Fair price shops and School Points, vide proceedings dated 18.07.2018. The contract was valid from 18.07.2018 till 31.03.2019. Though contract period expired, it was extended with mutual consent till 30.06.2019 or till receipt of further orders. While so, on 30.04.2019, a show cause notice was drawn calling upon the petitioner to show cause within three days on the allegation of illegal transportation of PDS Rice for rice mill. On 04.05.2019 termination letter was drawn terminating the contract of petitioner. At the end of the order it is stated that petitioner did not file his explanation to the show cause notice, therefore, termination was resorted to.

3. Learned counsel for the petitioner contended that the show cause notice dated 30.04.2019 was not served on the petitioner before 04.05.2019 and soon after petitioner received copy of the notice, he submitted representation on 06.05.2019 to the 3rd respondent requesting him to furnish a copy of panchanama to enable him to submit his explanation. Having regard to this submission, this Court directed learned Standing counsel to produce the original record.

4. Learned Standing counsel produced the original copy of show cause notice dated 30.04.2019. In the original copy there is an endorsement of service of notice on one Mohd. Nizamuddin with the same date. Mohd. Nizamuddin is none other than the father of petitioner. Therefore, it cannot be said that the show cause notice was not served on petitioner before the termination order was issued. Having waited for three days time for explanation to the show cause notice, the termination order was issued.

5. Learned Standing counsel points out that if petitioner is aggrieved by the termination order, he has remedy by way of Arbitration as provided under Clause 26 of the Agreement.

6. This Court is not expressing any opinion on the said submission. This Court is *prima-facie* satisfied that the order of termination of contract was preceded by notice and as petitioner did not respond to the said notice, the decision to terminate the contract was made. If petitioner is aggrieved by the termination order, he has to work out his remedies as available in law and in accordance with the terms of agreement entered into by the parties. Further, it is always open to the petitioner to seek appropriate remedy as available in law, with reference to the settlement of amounts alleged to be pending with the respondents.

7. With the above observations, the Writ Petition is dismissed with liberty to avail appropriate remedy as available in law. Pending miscellaneous petitions, if any, shall stand closed.

P.NAVEEN RAO,J

17th June, 2019

Rds