

IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

CWP-7097-2019 (O&M)
Date of Decision: 09.07.2019

Balram

--Petitioner

Versus

Punjab State Power Corporation Limited & others

--Respondents

CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA.

Present:- Mr. J.S. Grewal, Advocate for the petitioner.

TEJINDER SINGH DHINDSA.J (Oral)

Petitioner is an employee of a Contractor, who in turn had entered into a contract with the respondent-Corporation and pursuant thereto had been allotted a work order at Annexure P-1.

A Writ of Mandamus is sought by the petitioner to enforce the terms and conditions of such contract.

Counsel would argue that the Contractor is not fulfilling his obligations as per the contract qua the petitioner.

Having heard counsel at length, this Court is of the considered view that no intervention in the matter is called for.

Concededly there is no privity of contract between the petitioner and the Corporation or for that matter the petitioner and the Contractor. The work order had been issued in pursuance to a contract entered into between the respondent-Corporation and the contractor. The contract which has been placed on record at Annexure P-1 has been perused. Clause 26 contains penal consequences in the nature of cancellation/rescission of a contract on account of failure of the contractor to comply with any terms and conditions of the contract.

In other words if there be any deviation at the hands of the Contractor from the terms and conditions of the contract, clause 26 would kick into operation and at the discretion of the respondent-Corporation.

A Writ of Mandamus would not issue to enforce the terms and conditions of a contract to which the present petitioner is not a party.

Writ petition is, accordingly, dismissed.

Liberty, however, is granted to the petitioner to avail of his remedies as may be available in accordance with law.

(TEJINDER SINGH DHINDSA)
JUDGE

09.07.2019

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Whether speaking/reasoned:	Yes/No
Whether Reportable:	Yes/No