

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

**1. CWP No.26316 of 2019
Date of decision: 17.09.2019**

M/s Navrang Infrastructures Inc. ..Petitioner

Versus

State of Haryana and others ..Respondents

2. CWP No.26288 of 2019

M/s Navrang Infrastructures Inc. ..Petitioner

Versus

State of Haryana and others ..Respondents

3. CWP No.26289 of 2019

M/s Navrang Infrastructures Inc. ..Petitioner

Versus

State of Haryana and others ..Respondents

4. CWP No.26290 of 2019

M/s Navrang Infrastructures Inc. ..Petitioner

Versus

State of Haryana and others ..Respondents

5. CWP No.26293 of 2019

M/s Navrang Infrastructures Inc. ..Petitioner

Versus

State of Haryana and others ..Respondents

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6. CWP No.26296 of 2019

M/s Navrang Infrastructures Inc. ..Petitioner

Versus

State of Haryana and others ..Respondents

7. CWP No.26132 of 2019

M/s Tycoon Construction Company ..Petitioner

Versus

State of Haryana and others ..Respondents

**CORAM: HON'BLE MRS. JUSTICE DAYA CHAUDHARY
HON'BLE MR. JUSTICE SUDHIR MITTAL**

Present: Mr. Ramesh K. Jha, Advocate
for the petitioner in all the cases.

Daya Chaudhary, J.

By this common judgment, seven cases bearing CWP Nos.26316, 26288, 26289, 26290, 26293, 26296, 26132 of 2019 shall be disposed of as common question of law and facts are involved. However, for the sake of brevity, the facts are being extracted from CWP No.26316 of 2019.

Petitioner-M/s Navrang Infrastructures Inc. through its proprietor has filed the present writ petition under Articles 226/227 of the Constitution of India for issuance of a writ in the nature of certiorari for quashing of impugned order dated 02.08.2019 (Annexure P-48), which was conveyed on 08.08.2019 as well as orders dated 03.07.2019, 08.07.2019

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and 05.07.2019 (Annexures P-44, 46 and 50 respectively) passed by respondents No.2, 3 and 4. A further prayer has also been made for direction to the respondents to grant ten months' time to complete the construction work of 275 numbers Group-C EWS Flats for BPL Category including internal Public Health and Electrical Service in HBC, Sector 84, Faridabad as delay has not occurred on the part of the petitioner but due to various lapses on the part of the respondents. A prayer has also been made for restraining respondents from encashment of bank guarantee issued for release of security deposit of all three works of said project.

Briefly, the facts of the case as made out in the present writ petition are that the petitioner being the lowest bidder, was allotted the construction work in view of tender invited for construction of 275 Nos. Group-C EWS Flats for BPL Category including internal Public Health and Electrical Service in HBC, Sector 84, Faridabad. As per terms and conditions mentioned in the allotment letter, the construction work was to be completed within a period of 21 months from the date of its issuance.

As per case of the petitioner, there was delay in completion of work, which was not solely on the part of the petitioner but due to fault of the respondent-Department. Initially, the delay has occurred because the name of petitioner-firm was changed. A clarification was also sought from the Executive Engineer regarding the stone to be used for stair case, flooring etc. No response was given by the respondent-authorities of certain queries/letters written by the petitioner-firm. There was further delay on the part of the respondent-Department in not releasing payment well in time and, therefore, work could not be completed within the prescribed/specified

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period. The delay has occurred due to the reasons beyond the control of the petitioner and also due to non-supply of material with cement and steel; non payment of the amount and clarification of certain points.

Learned counsel for the petitioner submits that by considering the facts and circumstances of the case and other aspects of delay, which was on the part of respondent-authorities, extension is required to be given to the petitioner for completion of work. The petitioner has also sold his personal property so that the work would not hamper. Learned counsel further submits that there is shortage of funds and overall financial position of the petitioner is also not good. The maximum material is lying at the spot and in case, some extension is granted, the petitioner-firm would be in a position to complete the total project.

Head arguments of learned counsel for the petitioner and we have also perused the documents available on the file including terms and conditions of the agreement entered into between the parties.

Admittedly, there was agreement, which was signed by both the parties with certain terms and conditions including time limit to complete the project and consequences thereof. The petitioner is claiming benefit and asking for extension of time only on the ground that delay has occurred due to the fault of the respondent-authorities whereas on perusal of certain documents available on the file, it cannot be said that delay occurred solely due to the fault of the respondent-authorities. Many communications are there between the parties, which shows that delay was there on the part of petitioner-firm also. The project was to be completed within the specified period but the same has not been completed in spite of giving extension on

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various occasions.

The disputed question of fact cannot be looked into by this Court. Moreover, there is condition in the agreement that in case, there is delay in completing the project, then the petitioner-firm has to bear the consequences. Moreover, as per terms and conditions of the agreement, the petitioner is at liberty to avail the appropriate remedy.

Accordingly, we find no merit in the contentions raised by learned counsel for the petitioner and the abovesaid writ petitions being devoid of any merit are, hereby, dismissed.

(DAYA CHAUDHARY)
JUDGE

17.09.2019
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(SUDHIR MITTAL)
JUDGE

Whether speaking/reasoned	Yes
Whether Reportable	Yes