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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**
+ **W.P.(C) 2864/2020 & CM No. 9956/2020**
PRABIR SINGHA SECURITY AGENCY

..... Petitioner

Through: Mr.Shakti Chand Jaidwal, Adv.

versus

FOOD CORPORATION OF INDIA AND OTHERS

..... Respondents

Through: Mr.Om Prakash & Mr.Pradeep
Kumar Tripathi, Advs.

CORAM:

HON'BLE MR. JUSTICE NAVIN CHAWLA

ORDER

% **16.03.2020**

This petition has been filed by the petitioner *inter alia* challenging the order dated 08.01.2020 and for seeking a Writ of Mandamus directing the respondent no. 2 to grant of extension of period of Contract for Security Services in favour of the petitioner.

The learned counsel for the respondents, who appears on advance notice, submits that the remedy of the petitioner, if any, will not be in form of a Writ Petition inasmuch as it is premised on a disputed question of fact as to whether the earlier order terminating the Contract of the petitioner was illegal. He places reliance on the order dated 11.08.2011 passed by this Court in WP(C) 5768/2011 titled ***S.K. Food Industries vs. Food Corporation of India and Ors.***

I find merit in the submission made by the learned counsel of the respondents. In the earlier round of litigation there was no adjudication of

this Court regarding the validity of the termination of the Agreement by the respondents. The respondents on its own stated that the petitioner would be allowed to run its Contract till 15.01.2020, which was the original date of the expiry of the Contract. The petitioner, however, wanted to seek extension of the period of the Contract. The petitioner was allowed to make a representation in this regard to the respondents. Such representation has been considered and rejected by way of the Impugned Order, which *inter alia* records that such extension cannot be granted as the empanelment of the petitioner with the DGR has since expired.

Be that as it may, in my opinion, the remedy of the petitioner would not be in form of the present Writ Petition. The petition is disposed of granting liberty to the petitioner to take proper remedy in accordance with law.

NAVIN CHAWLA, J

MARCH 16, 2020/rv