

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

WRIT PETITION (WP) NO. 459/2021

Industrial Security Services, Nagpur,
a Proprietary concern through its
Proprietor Basdeosingh Mukhtyarsingh
Sogarwal, aged 60 years, Occu.- Business,
office at First Floor, Shiv Sahniwas Apartment,
Plot No. 19, Nagpur Vikas Society,
Narendra Nagar, Nagpur,
Block – II, Nagpur.

..... PETITIONER

// VERSUS //

1. Nagpur Improvement Trust, Nagpur,
through its Chairman, Sadar, Nagpur.
2. The General Manager,
Nagpur Improvement Trust,
Sadar, Nagpur.
3. The Establishment Officer,
Nagpur Improvement Trust,
Nagpur, Sadar, Nagpur.

.... RESPONDENT(S)

Shri B.G. Kulkarni, Advocate for the petitioner
Shri S.M. Puranik, Advocate for the respondent nos. 1 to 3

**CORAM : SUNIL B. SHUKRE AND
AVINASH G. GHAROTE, JJ.**

DATED : 22/03/2021

ORAL JUDGMENT : (PER:- SUNIL B. SHUKRE, J.)

Hearing was conducted through Video Conferencing and all the learned Advocates agreed that the audio and visual quality was proper.

2. Heard. **Rule.** Rule made returnable forthwith.

3. Heard finally by consent.

4. On going through the terms and conditions of the contract, in particular condition nos. 26 and 27 (page 30), we find that these are the conditions which are required to be appropriately dealt with by the respondents. However, from the communication dated 24.12.2020 by which the petitioner has been informed regarding cancellation of the work order based upon the violation of condition nos. 26 and 27, we find that no such proper verification of the compliance or otherwise with these conditions has been made by the respondents.

5. On the contrary, the communication dated 10.12.2020 sent by the petitioner to the respondents shows that the petitioner had submitted all the necessary details of the Computer Operators/Electricians, which personnel the petitioner had proposed to supply to the respondents.

6. The learned Counsel for the petitioner also submits that at the time of deployment of the requisite manpower, the petitioner would

have ensured compliance with condition no. 27. But, we find that the respondents have not applied their mind in any way to the communication dated 10.12.2020 and also the fact that condition no. 27 was something which could have been complied with at the time of or just before the deployment of the manpower was made. We are of the opinion that the whole issue has not been dealt with properly by the respondents and this is the reason why, a general statement has been made in communication dated 24.12.2020 that the petitioner has committed breach of condition nos. 26 and 27. In the result, we are of the view that this petition deserves to be partly allowed. Accordingly, the petition is partly allowed.

7. The communication dated 24.12.2020 is hereby quashed and set aside.

8. The respondents are directed to verify afresh the compliance made or to be made by the petitioner with condition nos. 26 and 27 of the contract, in accordance with law and objectively without being influenced by the order of this Court or anything else but the consideration which is relevant for such verification.

9. We further direct that whatever be the result of such a verification, it shall be recorded in writing and, thereafter, appropriate decision regarding deployment of requisite manpower or otherwise shall

be made. If work order is allowed to be implemented by permitting the deployment of manpower, the validity period of one year of the contract shall be calculated from the date of such deployment of the manpower.

10. Rule accordingly. No costs.

JUDGE

JUDGE