

Writ Petition No. 747 of 2021

Versus

Shri A. D. Dangore, Advocate for the Petitioner.

P.C.:

2. The Petitioner had submitted his bid pursuant to the tender issued by the Respondent - Gram Panchayat on 11 June 2020. The bid was for supply of building material. Work order was issued to the Petitioner on 9 July 2020. The Petitioner received a notice issued by the Respondent - Panchayat on 14 January 2021 terminating the contract of the Petitioner.

3. The order terminating the Contract refers to Clause 6 of the Contract between the parties. Clause 6 states that if necessary material demanded by the Gram Panchayat is not supplied within ten days, the contract would be cancelled. The Petitioner accepted this term.

4. The learned Counsel for the Petitioner sought to contend that the termination is arbitrary and the record of the Respondent - Gram Panchayat would show that the Petitioner has supplied material from time to time and the impugned order itself refers to payment of balance amount which indicates that the material was supplied. He submits that action being arbitrary it be set aside.

5. The Clause 6 is not regarding supply of material alone, but it is for supply within the stipulated time. If the Petitioner had not submitted the material within ten days period, it was open to the Respondent - Panchayat to terminate the contract. The Respondent No.1 has placed the Minutes of Meeting dated 14 January 2021 on record. The Minutes show that a detailed discussion took place about the termination of contract and references are made to the communication issued for supply and the inaction of the Petitioner to supply the material within the stipulated time. The Petitioner disputes the factual aspects.

6. Whether the Petitioner supplied the material on time or not as demanded is a disputed question and it is not possible to adjudicate such disputed question arising from termination of contract in the Writ

Jurisdiction. The Petitioner has a remedy of enforcing its contractual rights, such as for damages etc., in the Civil Court.

7. Writ Petition therefore cannot be entertained and is disposed of.

[ANIL S. KILOR, J.]

[NITIN JAMDAR, J.]

Vithal
Choulwar

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