

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No. 19956 of 2012

M/s Rutupurna Construction

.....

Petitioner

Mr. S. Mohanty, Advocate

Vs.

State of Odisha and others

.....

Opposite parties

Mr. T. Pattnaik, ASC

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE S.K. PANIGRAHI

ORDER

07.01.2022

Order No.

03.

This matter is taken up through hybrid mode.

2. The petitioner has filed this writ petition seeking to quash the letter dated 28.09.2012 under Annexure-12, by which the contract has been rescinded as per clause 8.25 (iii & V) of the agreement.

3. Mr. S. Mohanty, learned counsel for the petitioner contended that the petitioner, having found eligible, entered into an agreement vide agreement no.04 G2 E.E./2011-12 dated 05.12.2011 for the work "Design, drawing, construction, commissioning and testing of 1.00 lakh Gln. Capacity RCC UGR with suction and delivery arrangement for pumping for Baramunda behind Rajadhani College for improvement of water supply to Baramunda village, Prakruti Vihar and Krishna Garden, Bhubaneswar" under State Plan 2011-12. But the said work has been rescinded by the authority vide order dated 28.09.2012. Therefore, the petitioner has approached this Court by filing the present writ petition.

4. Mr. T. Pattnaik, learned Addl. Standing Counsel contended that the petitioner could not complete the work in due time, i.e.,

within three months as per the agreement and, as such, the same was ought to have been completed by 04.03.2012. Therefore, as per clause-8.25 (iii & v) of the agreement, the contract has been rescinded.

5. Having heard learned counsel for the parties and after going through the records, this Court finds that the contract was awarded in favour of the petitioner which was ought to have been completed within a period of three month, i.e., by 04.03.2012. But the same could not be completed well within the time specified as per the agreement itself. Therefore, steps have been taken in terms of the contract itself for rescission of the agreement. When the work remained suspended for months together, demand for drinking water from the local public mounted pressure on the opposite parties to complete the work, which could only be completed after recession of the contract of the petitioner. Thereby, opposite party no.2 rescinded the contract, vide letter dated 28.09.2012 under Annexure-12, which is absolutely in the interest of public.

6. In the above view of the matter, this Court does not find any merit in the writ petition, which is accordingly dismissed.

(DR. B.R. SARANGI)
JUDGE

(S.K. PANIGRAHI)
JUDGE

Ashok