

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P (C) No. 18713 of 2022

Janaki Prasad Sahoo

.....

Petitioner

Mr. B. Mishra, Advocate

Vs.

***Reserve Bank of India,
Bhubaneswar & Anr.***

.....

Opposite Parties

CORAM:

DR. JUSTICE B.R. SARANGI

MR. JUSTICE SANJAY KUMAR MISHRA

**ORDER
27.07.2022**

Order No.

1

- This matter is taken up through hybrid mode.
2. Heard Mr. B. Mishra, learned Counsel for the Petitioner.
 3. Mr. B. Mishra, learned Counsel for the Petitioner contended that though Clause-59 of the Agreement states that the Contract may be extended with mutual consent of both the parties for one year at a time and for two more years beyond the period of the current agreement, subject to the condition of the agency having valid sponsorship from DGR for this purpose, but the same has not been complied with by the Opposite Parties. Therefore, the Petitioner has approached this Court by filing this Writ Petition.
 4. Since the parties have entered into an agreement, which forms a part of Contract and if Clause-59 thereof has not been complied with by the Opposite Parties, this Court cannot enforce the Contract. However, it is open to the Petitioner to pursue his remedy before the appropriate forum.

5. With the above observation, the Writ Petition stands disposed of.

6. Issue urgent certified copy as per Rules.

(DR. B.R. SARANGI)
JUDGE

Alok/Banita

(S.K. MISHRA)
JUDGE

