

101+214

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CM-508-CWP-2020 in/and
CWP-18748-2017
Decided on: 14.12.2022**

JULLUNDUR ENGINEERING COMPANY

.....PETITIONER

VERSUS

UNION OF INDIA AND ORS.

.....RESPONDENTS

CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJ

Present: Mr. Rahul Sharma, Advocate for
for petitioner.

Mr. R.S.Longia, Advocate, Sr. Panel Counsel, UOI
for respondents-Union of India.

VINOD S. BHARDWAJ, J (ORAL)

CM-508-CWP-2020

This application is for placing on record the copy of decision dated 25.11.2019 and affidavit Dated 13.12.2019 as Annexures A-1 and A-2 on behalf of respondents.

For the reasons mentioned in the application, the same is allowed.
Annexures A-1 and A-2 are taken on record.

Main case

This writ petition has been filed under Article 226 of the Constitution of India by the petitioner raising a challenge to the order dated 17.04.2017 (Annexure P-10) and letter dated 29.06.2017 (Annexure P-12) with the further prayer that the respondents be directed to accept the delivery

of 1,65,440 pieces of Post Fence Metal Angles manufactured and offered for supply by the petitioner and to make payment of the same to the petitioner.

Vide order dated 19.11.2019, the respondent-Union of India was directed to reconsider the matter and to find a solution for use of the material as per terms and conditions acceptable to both the parties since the valuable hardware called the post fence metal angle was manufactured for the respondent-Union of India which could not be sold in the open market because of the stringent conditions in the contract.

An application to place on record the decision dated 25.11.2019 and affidavit dated 13.12.2019 was thereafter filed on behalf of respondent-Union of India wherein they submitted that upon reconsideration, they have decided that the material is no more required by them.

In view of the aforesaid affidavit and the decision, learned counsel for the petitioner contends that disputed questions of facts would thus arise and that Clause 23 of the general terms and conditions of the tendered documents prescribe the dispute resolution mechanism. He, thus does not press the present writ petition, at this stage, with liberty to take recourse to the alternative dispute resolution mechanism available to him in accordance with the contract.

Disposed of as not pressed with liberty aforesaid.

(VINOD S. BHARDWAJ)
JUDGE

14.12.2022
neelam

<i>Whether speaking/reasoned</i>	<i>Yes/No</i>
<i>Whether reportable</i>	<i>Yes/No</i>