

IN THE PUNJAB AND HARYANA HIGH COURT AT  
CHANDIGARH

111

CWP-21321-2023  
Date of Decision: 25.09.2023

HEMANT SHARMA

... Petitioner

VERSUS

STATE OF HARYANA AND OTHERS

... Respondents

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

\*\*\*\*

Present: Mr. S.S. Shekhawat, Advocate  
for the petitioner.

\*\*\*\*

VINOD S. BHARDWAJ, J. (ORAL)

The instant petition has been instituted under Articles 226/227 of the Constitution of India, 1950 seeking issuance of a writ in the nature of Mandamus directing respondents to decide the legal notice dated 26.05.2023 (Annexure P-12), which was got served by the petitioner through his counsel.

Learned counsel for the petitioner contends that the petitioner runs a Contractor Company and the petitioner entered into a contract agreement with respondent No.4 vide agreement dated 24.07.2020. The petitioner company was allotted the work of special repair of various roads in M.C. Panchkula and Raipur Rani (group-1) 7 nos. link roads under work plan 2020-21 (Tendered Amount of Rs.1,56,51,884/-) vide memo No.7662 dated 17.11.2020. The petitioner had to complete the tile work of two roads and B.C. works of five roads within a period six months i.e. upto 17.05.2021. The petitioner completed the work of fixing of paver blocks of all the seven roads by 22.04.2021 and the tarring (first coat) of the five roads was also completed by the same date.

Meanwhile, necessary correspondences between the parties were held and the work progressed accordingly. However, during the outbreak of COVID-19, the machinery of the petitioner could not be transported from Pinjore to Raipur Rani. Petitioner requested the respondents to arrange for the movement passes, but nothing was done. Meanwhile the contract period ended on 17.05.2021. Vide memo No.938 dated 16.08.2021, the petitioner was informed either to complete the work or Clause –II of the contract shall be imposed on the petitioner. It is further submitted that the entire work except for the B.C. of two roads, was completed upto 08.05.2021, but no payment was made to the petitioner till that date. Various correspondences were made between the parties with regard to completion of the work. The petitioner was shocked to receive letter dated 19.01.2023, whereby he was informed that the total work executed by the petitioner has been rejected on 18.11.2021 and Clause –II of the contract was imposed on the petitioner company vide letter dated 30.06.2022. It is further submitted that Clause -II of the contract could only be imposed during the currency of the contract period and not beyond that; however, the respondents imposed Clause-II on the petitioner company after expiry of the contract period. The petitioner has submitted final bills of various roads (7 in number) under the work plan 2020-21 through email dated 18.05.2023 indicating the balance amount of Rs.35,08,542.49/- besides the amount of Rs.7,82, 594/- on account of Bank Guarantee and Rs.7,82,594/- as security on account of wrong imposition of Clause –II of the contract. The total outstanding amount comes to Rs.57,08,542.49/-, which the respondents have withheld wrongly and malafidely. It is further submitted that with respect to the grievances of the petitioner, the petitioner has served a legal notice dated 26.05.2023 (Annexure P-12) upon the respondents; but the respondents have

neither taken any action thereupon nor did they make the payment of outstanding amount.

Notice of motion.

Mr. Vivek Chauhan, Addl. A.G., Haryana accepts notice on behalf of respondent No.1 and prays for some time to complete instructions and file response, if necessary.

Mr. Vivek Saini, Advocate accepts notice on behalf of respondents No.2 to 4 and prays for some time to complete instructions and file response, if necessary.

Learned counsel for the petitioner, however, submits that at this juncture, he would be satisfied if respondent No.4 – Executive Engineer, Haryana State Agricultural Marketing Board, Sector-6, Panchkula (Haryana) is directed to consider and decide the legal notice dated 26.05.2023 (Annexure P-12) in a time bound manner.

The learned Counsel for the respective respondents do not oppose the prayer made by the learned counsel for the petitioner.

Accordingly, in view of the above and with the consent of the parties and without commenting anything on the merits of the case, the present petition is disposed of while directing respondent No.4 to consider and decide the legal notice dated 26.05.2023 (Annexure P-12) by passing a reasoned and speaking order after affording an opportunity of hearing to the respective parties within a period of three months from the date of receipt of certified copy of this order.

Needless to mention that upon considering the said representation, if any amount is found due and payable to the petitioner, the same shall be disbursed in favour of the petitioner within a further period of three months.

SEPTEMBER 25, 2023  
*rajender*

(VINOD S. BHARDWAJ)  
JUDGE

*Whether speaking/reasoned* : Yes/No  
*Whether reportable* : Yes/No