

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

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**CWP-20354-2023
Date of Decision: 14.09.2023**

M/S SHA CONSTRUCTION COMPANY THROUGH ITS PARTNER

... Petitioner

VERSUS

STATE OF PUNJAB AND OTHERS

... Respondents

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

Present: Mr. Mohinder Pal, 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 the respondents No.2 and 3 to refund the amount of Bank Guarantee of Rs.1,93,700/- and security deposit amount of Rs.1,85,706/- i.e. total amounting to Rs.3,79,406/- alongwith interest @ 12% per annum as the petitioner firm is lawfully entitled for the said amount upon completion of the contract work.

Learned counsel for the petitioner contends that the petitioner is Class-A Government Contractor firm and was allotted the work of Providing Operational improvement by laying pipelines and installing house connections for improved water supply coverage in Village Kokri Kalan, Block Moga-1 in the year 2021 and the amount of abovementioned bank guarantee and bid security amount were furnished to the respondents. The said work has been successfully completed by the petitioner firm on 01.02.2022, regarding which

3rd and final bill dated 10.02.2022 had been drawn on 18.02.2022. Pursuant to the completion of the allotted work, the respondents were bound to refund the amount of bank guarantee as well as security amount. Therefore, the respondents had issued two cheques No.258504 and 258505 amounting to Rs.1,93,700/- and Rs.1,85,706/- respectively. However, upon presentation in the bank, both the cheques were dishonoured due to insufficient balance in the account of the respondents. The said dishonoured cheques are with respondent No.4 and the petitioner is suffering unnecessarily. The petitioner approached respondent No.3 many times to resolve the matter, but all in vain. Thereafter, the petitioner brought the matter to the notice of respondent No.2, but still nothing fruitful could be fetched. Finally, the petitioner served a legal notice dated 26.07.2023 (Annexure P-5), however, no action has been taken by the respondents till date.

Notice of motion.

Mr. Saurav Verma, Addl. A.G., Punjab, who is present Court, accepts notice on behalf of all the respondents 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 the respondent No.3- The Executive Engineer, Water Supply & Sanitation Division No.1, Jhelam Chenab Building, C Block, 3rd Floor, Room No.313, Moga, Tehsil and District Moga, Punjab is directed to consider and decide the legal notice dated 26.07.2023 (Annexure P-5) in a time bound manner.

The learned State Counsel does not oppose the prayer made by 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.3 to consider and decide the legal notice dated 26.07.2023 (Annexure P-5) 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 legal notice, 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.

Disposed of accordingly.

SEPTEMBER 14, 2023
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(VINOD S. BHARDWAJ)
JUDGE

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