

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

227

CWP-30521-2018
Date of Decision: 12.01.2023

SUSHMA SHARMA

... Petitioner

VERSUS

STATE OF PUNJAB AND OTHERS

... Respondents

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

Present: Mr. Varinder Singh, Advocate for
Mr. Vivek K. Thakur, Advocate
for the petitioner.

Mr. Vishnav Gandhi, DAG, Punjab.

Mr. Sandeep Khunger, Advocate &
Mr. Saksham Khunger, Advocate
for respondents No.2 and 3.

VINOD S. BHARDWAJ, J. (ORAL)

The present petition has been filed under Articles 226/227 of the Constitution of India, 1950 for issuance of a writ in the nature of Certiorari for setting the Memo of Understanding dated 28.02.2018 entered into between Punjab Municipal Infrastructure Development Company and E-Government Foundation i.e. respondent No.2 and respondent No. 4.

A short reply by way of affidavit of Vijay Pal Singh, General Manager, Punjab Municipal Infrastructure Development Company had initially been filed, which was supplemented by a detailed reply, wherein it has been stated that the said foundation proposed to implement comprehensive project for introducing automation and e-Governance identified service modules like Property Tax, Water and Sewerage Management, Complaints and Grievance Module, Licensing, Fire Service, Financial Accounting, Payroll, Birth and Death, ULB Web Portal, Mobile App, State and ULB dashboards for free over

a period of 24 months and that the said period has already come to an end. It has further been argued by the learned counsel for the respondents No.2 and 4 that e-Governance was a non-profitable organization and had developed a platform that was designed to facilitate electronic governance solutions.

The challenge to the agreement/Memo of Understanding entered on 28.02.2018 was on the premise that the petitioner has not been allowed to participate in the tender process for allocation of the work. Since the entire period of the said Memo of Understanding has already come to an end, the dispute is only with respect to any compensation that may be so demanded by the petitioner on establishing an accrued right in his favour. The said aspect cannot be gone into by this Court at this stage especially when the agreement of service has already outlived its contractual limit.

Accordingly, the present petition is disposed of as having been rendered infructuous with liberty to the petitioner to take recourse to the alternative remedies in accordance with law for seeking any remedial/compensatory measure and/or claim, if so advised.

Liberty is also granted to the petitioner to seek revival of the present petition in case any grievance of the petitioner still subsists that requires adjudication by this Court.

Petition stands disposed of accordingly.

12.01.2023.
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(VINOD S. BHARDWAJ)
JUDGE

Whether speaking/reasoned : Yes/No

Whether reportable : Yes/No