

21.05.2024
court no. 28
serial no.138
kaushik

WPA 28806 of 2023

M/s. Md. Muslim Saikh
Vs.
Union of India & Ors.

Md. T. Hussain
... .. for the petitioner

The petitioner was awarded a contract in the year 1992 for 2nd stage concreting at Kalindari Navigation Lock at Nurpur, Malda.

The petitioner in the present writ petition is challenging the memo dated 31.01.2000 (annexure P-7) vide which the respondent had closed the contract agreement no. EE/LD-02 of 1992-93 entered between the parties on 16th April, 1992 without any financial obligation on both the parties.

It is the case of the petitioner that he is entitled to receive the outstanding payment from the respondent under the said contract.

It is a settled principle of law that the petitioner cannot invoke the writ jurisdiction for satisfying his stale claims. Petitioner's alleged dues are arising out of a contract agreement No. EE/LD-02 of 1992-93, which was closed on 31.01.2000. The petitioner has preferred the present writ petition after 23 years.

Hence, the present writ petition is dismissed on the ground of delay and laches.

Urgent certified photocopy of this order, if applied for, be supplied to the parties expeditiously on compliance of usual legal formalities.

(Gaurang Kanth, J.)