

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-2323-2024(O&M)
Date of decision: 05.02.2024

M/s Shiva Transport Company
... Petitioner
Versus
State of Haryana and others
... Respondents

CORAM: HON’BLE MR. JUSTICE ARUN PALLI
HON’BLE MR. JUSTICE VIKRAM AGGARWAL

Present: Mr. Anurag Chopra, Advocate,
for the petitioner.
Mr. Ankur Mittal, Addl. AG, Haryana, and
Ms. Kushaldeep Kaur, Advocate.

ARUN PALLI, J. (Oral)

The petitioner has prayed for the following substantive relief:

“Civil Writ Petition under Articles 226/227 of the Constitution of India for the issuance of a writ, order or direction especially a writ in the nature of Mandamus against the inaction of the official respondents in withholding the payments for the work undertaken by the petitioner awarded vide letter dated 4.4.2022 (Annexure P/3), whereby, beyond the culmination of the said tender process and the work executed by the petitioner, the office of Respondent Nos.2 & 3 chose to grant the payment to the MLC/MTC Contractors as per the rates of the year 2021-22, instead of the rates against which the work was allotted for the year 2022-23, whichever is lower, without considering the fact that the petitioner was duly allotted the work, at the finalized rate as per the allotment letter and entered into an

agreement, thereafter, had completed the work, in the interest of justice, equity and fair play.

AND

For the issuance of a writ in the nature of Mandamus for directing the official Respondents to make the payment towards the petitioner as the Mandi Labour Contractor for Mandi Gohana, District Sonipat, qua which the allotment of the said work was made vide allotment letter dated 4.4.2022 (Annexure P/3) in furtherance to Notice inviting tender dated 07.03.2022 (Annexure P/1) issued by the Government of Haryana, in the interest of justice, equity and fair play;

AND

For the issuance of a writ in the nature of Certiorari for quashing the impugned decision taken by Respondent Nos.2 & 3 vide Minutes of Meeting dated 23.01.2023 (Annexure P/5) whereby, the payments to be made to the Contractors as per the rates of the year 2021-22 has been taken illegally as compared to the rates quoted in the allotment letter dated 4.4.2022 (Annexure P/3) for the year 2022-23, in the interest of justice, equity and fair play.”

Before proceeding further, we may point out that document (at page 22 of the paper-book) “Proforma of Agreement” reveals that a formal contract between the parties was entered into, but the same has not been appended with the petition. Likewise, clause 38 of the e-Tender notice dated 07.03.2022 (P-1), indicates that in case of any dispute between the Transporter and State Procurement Agencies, the matter is referable to the Director, Food, Civil Supplies and Consumer Affairs, Haryana or his nominee for adjudication under the provisions of Arbitration and Conciliation Act, 1996.

Upon being pointedly asked, learned counsel for the petitioner concedes that petitioner has not invoked the said clause to date. And, it has not approached the competent authority either as regards its concerns/grievances. Accordingly, he submits that he be permitted to withdraw the petition to enable the petitioner to move the competent authority by filing a representation qua its concerns/grievances, in the first instance.

Mr. Ankur Mittal, Additional Advocate General, Haryana, present in Court on advance copy, submits that, in the event, the petitioner moves any such representation within a period of two weeks from today, the same shall be taken cognizance of by the respondents. And necessary orders, as expeditiously as possible, shall be passed thereon, in accordance with law.

As prayed, the petition is dismissed as withdrawn with the liberty prayed for.

(Arun Palli)
Judge

(Vikram Aggarwal)
Judge

05.02.2024
Rajan

Whether speaking / reasoned:	YES/NO
Whether Reportable:	YES/NO