



IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-22209-2024(O&M)
Date of decision: 04.09.2024

M/s Multani Traders
... Petitioner
Versus
State of Haryana and others
... Respondents

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

Present: Mr. Randeep Singh, Advocate,
for the petitioner.
Mr. Deepak Bhardwaj, DAG, Haryana.

ARUN PALLI, J. (Oral)

A mandamus is prayed for, commanding the respondent-authorities to take necessary measures, for ensuring completion of tenders, dated June 27, 2023, bearing tender ID 2023_HRY_293194_1 (P-1) and 2023_HRY_293195_1 (P-2), which were awarded to the petitioner for establishment of Open Gyms.

Learned counsel for the petitioner submits that petitioner-firm was assigned two separate contracts, for establishment of Open Gym(s) with platform(s) in BC Choupal at Village Koer, and near Tree of Bargad at Village Dayanagar, Block Nilokheri, District Karnal (P-1). And, similarly at Village Dadupur Roran, and in Kashyap Choupal at Village Takhana Khalsa, Block Nilokheri, District Karnal (P-2). It is submitted, as per condition No.4 of the Contract (P-9), before commencing the work, the petitioner was to contact Junior Engineer (PR), Nilokheri for taking Nissan/demarcation to get the



works executed at the earliest possible. Accordingly, he submits, the demarcation was to be carried out by Junior Engineer, Nilokheri. And, even though the petitioner repeatedly represented the concerned authority in this regard, but to no avail. He also refers to the representations dated 13.12.2023 (P-17 to P20), which were submitted by the petitioner to Sub-Divisional Officer and Block Development Panchayat Officer (BDPO), Panchayati Raj, Nilokheri Block, Karnal. And, even to the Chief Engineer, Panchayati Raj, Public Works Department, Haryana, dated 30.01.2024 (P-21).

Served with the advance copy of the petition, Mr. Deepak Bhardwaj, learned Deputy Advocate General, Haryana is present in Court on behalf of the respondents. At the outset, he has drawn our attention to **condition No.3 of the Contract (P-9)**, which indicates that the time limit to execute the works was six months. He has also shared with us a copy of the communication dated August 9, 2024, which is taken on record as **Mark 'X'**. Which reveals that for the petitioner failed to execute the works, cancellation of the contract was recommended. Whereafter, he submits, even the Superintending Engineer, Nilokheri, vide letter dated August 23, 2024 (copy whereof is taken on record as **Mark 'Y'**), has written to the Chief Engineer, Panchayati Raj, PWD, Haryana, to pass formal orders regarding cancellation of the contract. And further, to remove the subject tender and the details from the web-portal of the authorities. Accordingly, he submits, for the competent authority is likely to pass formal orders as regards cancellation of the contract, in the immediate future, the same shall be communicated to the petitioner.

Faced with this, learned counsel for the petitioner submits that for the present, nothing substantive survives in the petition, the same be disposed



of in terms of the statement made by learned State counsel. However, in the event, any cause of action arises in future, the petitioner would avail such other remedies, as shall be admissible in law.

In the wake of the position sketched out above, as also the statements made by learned counsel for the parties, the petition is accordingly disposed of.

(Arun Palli)
Judge

(Vikram Aggarwal)
Judge

04.09.2024
Rajan

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