



CWP-23578-2024

-1-

IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH

CWP-23578-2024Date of decision: 16.09.2024

M/s JB Infrastructure

....Petitioner

Versus

State of Punjab and others

....Respondents

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

Present: Ms. Supriya Garg, Advocate,
for the petitioner.

ARUN PALLI, J. (Oral)

The petitioner (M/s JB Infrastructure) has prayed for the following substantive relief:-

“Civil Writ Petition Under Article 226 of the Constitution of India for issuance of a writ/direction of order, especially a writ in the nature of mandamus, directing the respondents to adhere to the DNIT for special repair of Kotakpura-Jaittu Chandbhan road, the same was awarded to the petitioner on 30.06.2023 (Annexure P-2), where in the tender work has already been completed and the final bill has already been given on 13.07.2024 (Annexure P-12) which till date has not been paid, same being arbitrary and violative of Article 14 of the Constitution of India.

AND

Issuance of a writ in the nature of mandamus directing the respondents to release the petitioner from the said contract since the scope of work has been increased without his acquiescence to the same. It is an admitted fact that the petitioner has repaired the road in accordance to the specifications given by the respondents yet there are



cracks, pot holes, water logging in the said road, due to oversight of the respondents.”

Learned counsel for the petitioner submits that in response to the Detailed Notice Inviting Tender dated 19.05.2023 (P-1), the petitioner, along with others, had participated in the tendering process. And, upon being declared technically compliant/responsive, it was assigned the work for Special Repair of Kotkapura-Jaitu-Chandbhan Road Km 11.25-11.75, 16.33-16.43 and 18.983-23.33=4.947 Km (District Faridkot), including Maintenance of Road for five years (one year defect liability period+four year maintenance period). Accordingly, a contract dated 30.06.2023 (P-2) was entered into between the parties. She submits that although, the petitioner had worked the contract and the project was fully executed, but the final bills submitted by it, have not been cleared to date. Rather, she submits that the petitioner is being coerced to execute certain other jobs, which were never a part of the scope of work. Thus, this petition.

Served with the advance copy of the petition, Mr. Vipin Pal Yadav, learned Additional Advocate General, Punjab, is present in Court. At the outset, he draws our attention to Clause 25 of the tender document, which envisages ‘Disputes Resolution Mechanism’. Accordingly, he submits that in the given circumstances, it would rather be expedient if the petition is disposed of, at this stage, to enable the petitioner to invoke the said clause. And, in the event, the petitioner moves any such representation, the same shall be taken cognizance of forthwith by the competent authority. Further, every possible endeavour would be made to resolve the dispute/issue, if possible. Whereafter, appropriate orders, in accordance with law, shall be passed.

Learned counsel for the petitioner is in agreement with the course suggested by the learned State counsel and submits that the petitioner shall file the necessary representation within a week from today, in terms of clause 25 (*ibid*).

In the wake of the above, and in terms of the statements made by learned counsel for the parties, the petition is accordingly disposed of.



This Court is sanguine that the authorities shall look into the matter in the right earnest. And the appropriate orders shall be passed at the earliest, as undertaken by learned State counsel.

Needless to assert that this order shall not constitute any expression of opinion on the merits of the case of either party, for, as indicated earlier, the competent authority shall examine the concerns/grievances of the petitioner, strictly in accordance with law.

(ARUN PALLI)
JUDGE

(VIKRAM AGGARWAL)
JUDGE

16.09.2024
Ak Sharma

Whether speaking/reasoned	Yes
Whether reportable	Yes/No