

12-06-2025
Item No.6
Subrata
Bhattacharyya
AR(C)

IN THE HIGH COURT AT CALCUTTA

Constitutional Writ Jurisdiction
Appellate Side

WPA No.12308 of 2025

**Mohindra Tubes Limited (earlier known as Mohindra Tubes
Private Limited) & Anr.**

-vs-

**National Projects Construction Corporation Limited &
Ors.**

Mr. Shounak Mukhopadhyay, adv.
Mr. Shreyaan Bhattacharya, adv.
Ms. Shayantee Datta, adv.
Ms. S. Das Chowdhury, adv. ...for the petitioners

Mr. Diptonoy Talukdar, adv.
Mr. Dibyendu Ghosh, adv. ...for respondent no.1

Mr. Uday Sankar Bhattacharya, adv.
Ms. Banani Bhattacharya, adv....for Union of India

1. The petitioners in this petition under Article 226 of the Constitution of India are aggrieved by the termination of contract by the construction company, the first respondent herein. According to the petitioners, the termination is ex facie illegal being biased and a result of a pre-determined mind.
2. It has been submitted that there is already an agreement in between the parties for conclusion of the work by December 2025, and that there is no laches on the part of the petitioners in any delay for conclusion of the work. According to the petitioners, they have single-handedly completed 72 per cent of the contracted work and they are highly interested to conclude the balance work.
3. Upon hearing the petitioners and on perusal of

the documents placed before this court, it appears that the issue arises out of a detailed contract entered into between the petitioners and the company. The parties will be bound by the terms and conditions of the contract.

4. The court has entertained the writ petition only to ascertain whether the principles of natural justice have been followed or not. It appears that prior to the termination, an opportunity was given to the petitioners to defend themselves. The petitioners replied to the show-cause and the authority considered the same. Being dissatisfied with the reply the authority proceeded to terminate the contract.
5. The court is of the opinion that it would not be proper for the writ court to sit over and adjudicate on the terms and conditions entered into by and between the parties and that the parties ought to have availed the remedies before the competent forum.
6. Though the petitioners assert that there was no delay on their part for conclusion of the work, but the same has not been accepted and rather categorically denied by the authority. Such disputed questions of fact are also not to be adjudicated by the court under Article 226.
7. In view of the above, the court is not inclined to exercise its writ jurisdiction in the matter. The writ petition is hereby dismissed.
8. It will be open for the petitioners to avail the remedy in accordance with law, if so advised.
9. All parties are to act on the server copy of this order duly downloaded from the official website of this court.
10. Certified copy of this order, if applied for, shall be

made available to the parties.

[Amrita Sinha, J]