



IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH

(101)

CWP-15052-2017

Date of decision:- 09.03.2026

M/S INDIAN SECURITY SERVICES (REGD.)

... Petitioner

Versus

STATE OF PUNJAB AND ORS.

... Respondents

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present:- Mr. Nilesh Bhardwaj, Advocate and
Mr. Daman Chaudhary, Advocate
for the petitioner.

Mr. Siddharth Sandhu, Assistant Advocate General, Punjab.

Mr. H.S. Bhatia, Advocate
for respondent No.2-ESIC.

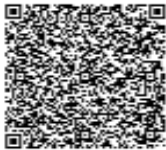
1. Petitioner has approached this Court, *inter alia*, for issuance of a writ in the nature of *mandamus* directing official respondents No. 1 to 3 to take a final decision on the complaint dated 02.09.2011, Annexure P-2, and to release total payment of Rs.4,82,000/- due to the petitioner.
2. Counsel for the petitioner states that petitioner was awarded a security contract for ESI Hospital, Amritsar, from 01.05.2009 to 13.03.2010, vide letter dated 23.04.2009, Annexure P-1, and a security amount of ₹50,000/- was deposited, as per terms and conditions of the contract. He states that the petitioner deployed 36 security guards for the months of May and June, 2009 as required by respondent No.3 and submitted running bills, but payment of



Rs.4,82,000/- has not been released despite submission of complaints and representations, Annexures P-2 to P-5.

3. Upon notice, writ petition has been contested by the official respondents by filing a response, wherein award of contract has been admitted but it was stated that there were complaints against the petitioner. It has been submitted that on 22.05.2009, respondent No.4, who is the Medical Superintendent, found that two women security personnel in the Gynae Ward and one male guard in the kitchen, sleeping on duty, and there was no security guard in the male ward. An explanation was sought from the petitioner vide letter dated 22.05.2009, Annexure R-3/4. On 27.06.2009, it was found that the security supervisor and three guards deployed by the petitioner were inebriated and when questioned, they started threatening the Emergency Medical Officer. Another notice was issued to the petitioner on 29.06.2009, calling upon him to explain. By notice dated 30.06.2009, Annexure R-3/7, petitioner's contract was terminated w.e.f. 01.07.2009. It has been deposed that the petitioner levelled allegations of corruption against respondent no.4, who was charge-sheeted but all the charges were dropped vide order dated 01.08.2012, Annexure R-3/8. State counsel has argued that the petition is a counter-blast to the termination of the contract.

4. Having heard learned counsel for the parties, this Court is of the view that the petition suffers from delay and laches. The conceded case of the parties is that contract awarded to the petitioner was terminated w.e.f. 01.07.2009. Besides submitting complaints and representations, petitioner has not pursued the payment. Mere submission of representations would not extend the period



of limitation. Although, there is no statutory time limit prescribed for filing a writ petition, however, any delay or laches in approaching the Court has to be explained. A perusal of the averments made in the writ petition show that, petitioner has not given any explanation for approaching the Court after more than eight years when the amount allegedly became due. Delay in approaching the Court have remained unexplained. Equity aids the vigilant, not those who slumber on their rights. This Court, therefore, refuses to exercise its extraordinary discretionary jurisdiction to come to aid of petitioner.

5. Petition suffers from delay and laches and is dismissed as such.

(SUVIR SEHGAL)
JUDGE

09.03.2026
parul verma

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No