

idrish Vs. --respondents

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Court : Punjab and Haryana

Decided On : Jan-17-2013

Appellant : idrish

Respondent : --respondents

Judgement :

C.W.P.No.22911 of 2012 (O&M) 1 IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH C.W.P.No.22911 of 2012 (O&M) Date of Decision:17.1.2013 Idrish --Petitioner versus Deputy Commissioner, Mewat-Nuh and others --Respondents CORAM:HON'BLE Mr.JUSTICE A.K.SIKRI, CHIEF JUSTICE HON'BLE Mr.JUSTICE RAKESH KUMAR, JAIN,JUDGE Present: Mr.HaRs.Bunger, Advocate, for the petitioner Mr.B.S.Rana, Addl.A.G, Punjab Mr.Sanjay Chauhan,Advocate, for respondent Nos.2 and 3.

A.K.SIKRI, CJ.(Oral) Municipal Committee, Ferozepur, Jhirka, conducted an open auction on 21.3.2012, for allotting contract of 'Pashu Penth (Cattle Fair) Teh Bazari of Municipal Committee for the year 2012- 13.

The petitioner in the said auction, was the successful bidder and his bid of Rs.1,66,00,000/- was accepted by the Municipal Committee.

The petitioner was to make payment of the aforesaid amount in instalments as suggested in the agreement dated 2.4.2012 entered into the petitioner and the Municipal Committee.

In case of C.W.P.No.22911 of 2012 (O&M) 2 default in payment of four consecutive weekly instalments, the contract was liable to be cancelled as stipulated in clause 4 thereof.

The petitioner defaulted in making the payment in instalments.

The respondents ultimately terminated the contract vide order dated 22.10.2012.

This order was passed by the Deputy Commissioner, Mewat- Nuh and is challenged on the sole ground that before terminating the contract, no opportunity of hearing was given to the petitioner and taking notice of this plea, notice of motion was issued.

Respondent No.1 has filed the written statement in which it was inter-alia pointed out that in terms of the contract, the petitioner was to deposit 25% of the total amount up to 31.3.2012.

He submitted cheque No.291366 dated 31.3.2012 for an amount of 20 lacs on account of contract money.

However, on presentation, this cheque was dishonoured.

The petitioner requested for some more time to deposit this amount.

Acceding to the request of the petitioner, some further time was allowed and that very cheque presented again, was returned back unpaid.

even for second time on 27.6.2012.

It is specifically pleaded that information regarding second time dishonour of cheque was received on 10.7.2012 and on the same date, the petitioner was called in the office of the Municipal Committee and he was told about the dishonour of the cheque.

Reason for dishonour was insufficient funds.The petitioner assured in writing that he would certainly deposit the requisite amount in his bank account by 17.7.2012 so that the said cheque is honoured on presentation.

He accepted that in case, C.W.P.No.22911 of 2012 (O&M) 3 payment against the cheque is not received by the Municipal Committee, it would be open to the Municipal Committee to take legal action against him.

Inspite of this assurance given, cheque got dishonoured once again.

He defaulted even in making the weekly instalments.

It is specifically stated in the written statement that the petitioner was required to deposit the amount of Rs.8,60,000/- apart from the amount of 25% of the contract money and he defaulted in making the payment of the said money.

Because of all these reasons, contract was cancelled.

However, before cancelling the contract, three notices on difference dates i.e.23.8.2012, 24.9.2012 and 8.10.2012 to deposit the balance amount were sent to the petitioner, but even then the money was not deposited.

In view of the aforesaid reasons, we do not find any merit in this petition and the same is hereby dismissed.

(A.K.SIKRI) CHIEFJUSTICE 17 1.2013 (RAKESH KUMAR JAIN) rr JUDGE

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