HIGH COURT OF JUDICATURE FOR RAJASTHAN
BENCH AT JAIPUR

S.B. Civil Writ Petition No. 14581/2026
CNR: RJHC020730062026 | URN: CW / 31307U / 2026

M/s Mahadev Construction Co., Having Its Office At Choyal Bhawan, Katholi, Tehsil-Jayal (Nagaur), Rajasthan- 341023 Through Power Of Attorney Holder.

----Petitioner

Versus

1. Commissioner, Municipal Corporation Bharatpur, Mathura Gate, Bharatpur (Raj)- 321001.
2. Superintending Engineer, Municipal Corporation Bharatpur, Mathura Gate, Bharatpur (Raj). 321001.
3. Executive Engineer, Municipal Corporation Bharatpur, Mathura Gate, Bharatpur (Raj) 321001.

----Respondents

For Petitioner(s)	:	Mr. Sagar Jindal
For Respondent(s)	:	Mr. Manoj Kumar, Mr. Yadvendra Patel and Mr. SP Singh Rajawat for Mr. G.S. Gill, AAG

JUSTICE ANOOP KUMAR DHAND

Order

01/09/2026

1. The instant writ petition has been preferred with the following prayer:

> "i. issue an appropriate writ, order or direction in nature thereof that the final notice dated 30.04.2026 be quashed and set aside
> ii. issue an appropriate writ, order or direction in nature thereof that the order dated 16.07.2026 whereby the work awarded to the petitioner has been withdrawn be quashed and set aside.
> iii. issue an appropriate writ, order or direction in nature thereof that the claim petition as submitted by the petitioner firm may be adjudicated at the earliest;

iv. Any other order or relief which this Hon'ble High Court deems fit and proper may also kindly be passed in favor of the petitioner."

2. By way of filing the instant writ petition, a challenge has been led to the impugned order dated 16.07.2026, whereby the contract agreement of the petitioner, for construction of canal line and its rejuvenation, has been withdrawn in terms of Clause 32 of the Agreement.

3. Counsel for the petitioner submits that a contract was awarded to the petitioner by the respondents for rejuvenation and lining of Ranjeet Nagar Flood Control Drain (RNFCD) from Kumher road to Jagheena Gate, Bharatpur and certain timeline was also fixed for completion of the aforesaid work. Counsel submits that on account of unforeseen circumstances, the desired work could not be completed within the stipulated time. Counsel submits that extension was sought, but no cooperation was extended by the respondent-Department and in the meantime, the petitioner approached the Standing Committee for redressal of his grievances by way of filing appropriate application, but no heed was paid. Counsel submits that now bypassing the order impugned, the agreement has been closed by the respondents in utter violation of the principles of natural justice. Counsel submits that under these circumstances, the petitioner has approached this Court and in case, the petitioner is again directed to approach the Standing Committee, they would not consider the claim of the petitioner and would take coercive action against the petitioner including blacklisting him to participate in the future tender process. In support of his contentions, counsel has placed reliance upon the judgments passed by the Hon'ble Apex Court in the case

of **Harbanslal Sahnia and Anr. vs. Indian oil Corporation Ltd. and Ors.** reported in **2003 AIR (SC)2120**; and **Whirlpool Corporation vs. Registrar of Trade Marks, Mumbai and Ors.** reported in **1999 AIR (SC) 22.**

4. *Per contra,* learned counsel appearing on behalf of the respondents opposed the prayer and submitted that the desired work was not completed by the petitioner within the fixed timeline and twice on the request of the petitioner, the timeline was extended, but in-spite of the above, the work was not completed. Counsel further submits that even before the Standing Committee, the petitioner has not put in appearance in-spite of repeated notices given to him. Hence, under these circumstances, the respondents have not caused any illegality in passing the order impugned dated 16.07.2026 and interference of this Court is not warranted and the instant writ petition is liable to be rejected.

5. Heard and considered the submissions made at the Bar and perused the material available on the record.

6. Perusal of the record indicates that a contract agreement for the aforesaid work was awarded to the petitioner on certain terms and conditions and the timeline was also prescribed. It appears that the work could not be completed, hence, extension was sought by the petitioner. Allegations and cross-allegations have been levelled by the parties against each other with regard to their non-cooperation in execution and completion of the contract work.

7. Serious disputed questions of facts have been raised by both the sides, which cannot be adjudicated by this Court while

exercising its writ jurisdiction, conferred under Article 226 of the Constitution of India.

8. Keeping in view the provisions i.e. Clause 23 of the Contract Agreement that the dispute can be settled between the parties by the Standing Committee, constituted for the said purpose and considering the Clause 23 of the Contract Agreement, this Court deems it just and proper to relegate the petitioner with the remedy of filing application before the Standing Committee for redressal of his grievances.

9. If the petitioner files appropriate application before the Standing Committee for redressal of his grievances within a period of two weeks from the date of receipt of certified copy of this Court, it is expected from the Standing Committee to make all possible endeavours to decide the dispute between the parties expeditiously, as early as possible, preferably within a period of three months thereafter, ignoring the period of limitation provided for filing the application in terms of Clause 23.

10. It is made clear that till disposal of the above application by the Standing Committee, no coercive action shall be taken against the petitioner.

11. With the aforesaid observations, the instant writ petition stands disposed of. The stay application and all pending applications, if any, also stand disposed of.

(ANOOP KUMAR DHAND),J

KuD/39