



**AFR**

**RESERVED ON 12.03.2019**

**DELIVERED ON 08.05.2019**

**Court No. - 58**

**Case :- WRIT - C No. - 34346 of 2018**

**Petitioner :- M/S Ipjacket Technology India Private Limited**

**Respondent :- M.D. Uttar Pradesh Rajkiya Nirman Nigam Ltd.**

**Counsel for Petitioner :- In Person, Swati Agrawal**

**Counsel for Respondent :- Pranjal Mehrotra**

**Hon'ble Pankaj Kumar Jaiswal, J.**

**Hon'ble Dr. Yogendra Kumar Srivastava, J.**

**(Per : Dr. Yogendra Kumar Srivastava, J.)**

1. Heard Sri Arvind Kumar Verma, learned Senior Counsel assisted by Mrs. Swati Agrawal, learned counsel for the petitioner, Sri Pranjal Mehrotra, learned counsel appearing for respondent no.1 and Sri Manish Goyal, learned Additional Advocate General assisted by Mrs. Akanksha Sharma, learned Standing Counsel appearing for the State-respondents and also respondent no.4.

2. The present writ petition has been filed seeking the following reliefs:

*“(i) Pass a suitable order or direction to UPRNN to give the order of AMC in favour of petitioner and release the complete payment of 5 years at once i.e. Rs. 8,41,42,960.00 + 18% GST within a week so that the damages caused by the delays in payment of CCTV AMC may be covered.*

*(ii) Pass a suitable order or direction to accountant, Hon'ble High Court Lucknow to release the funds sanctioned by the government.*

*(iii) Pass a suitable order or direction to UPRNN to provide funds of the damaged CCTV and other equipment's due to fire that are not covered in AMC.*

*(iv) Pass a suitable order or direction to UPRNN to complete the measurement of all the civil work etc. executed by the petitioner at gate no. 3A, 3B, 4 and 5 and control room etc. and make the payment (including GST) to the petitioner.*

*(v) Pass a suitable order or direction to UPRNN to pay at-least a compensation of 1 Cr. to cover the loss the petitioner has to face due to delayed payments of the civil work.*

*(vi) Pass a suitable order or direction to the U.P. State government to release the funds of 936 CCTV Camera for Hon'ble High Court, Allahabad so that the basic and critical infrastructure like Genset, Precision cooling etc. may be restored in the Server, UPS, Control Room. Further kindly instruct UPRNN to get the said work executed on the revised tender rate of 2015 in favour of petitioner.”*

3. In view of the aforementioned reliefs as prayed in the writ petition a preliminary objection has been raised by the counsel for the respondents with regard to the maintainability of the writ petition on the ground that the writ petition seeks to enforce certain contractual rights and obligations for which the appropriate remedy is to approach the civil court, and the writ petition is not liable to be entertained.

4. As regards the principal relief sought in the writ petition with regard to a direction to be given to the U.P. Rajkiya Nirman Nigam Ltd. (hereinafter referred to as the “UPRNN”) to give the order for an Annual Maintenance Contract (hereinafter referred to as the “AMC”) in favour of the petitioner, the counsel appearing for the UPRNN has raised an objection that the contract was awarded to the U.P. Small Industries Corporation (in short “the UPSIC”) and, therefore, the petitioner cannot make any claim with regard to AMC charges. Further, it is submitted that the UPRNN as the executing agency had received no instruction from respondent no.4 regarding payment of any amount towards AMC to the petitioner, and in view of the same, the reliefs sought by the petitioner are not legally tenable and petition is liable to be dismissed.

5. The basic facts as are evident from the pleadings in the writ petition and the supplementary affidavit dated 13.03.2019

filed by the petitioner go to show that the petitioner M/S Ipjacket Technology India Private Limited was registered by the UPSIC under a registration certificate dated 22.01.2015 whereunder it had acquired eligibility for participation in UPSIC's Assistance Scheme for Marketing and also for Tender Participation/Fabrication/Export/Raw Material/Construction/Electrification/Land-Plot Allotment/Pollution Control Assistance. The registration certificate dated 22.01.2015, a copy whereof has been filed as part of Annexure SA-1 to the supplementary affidavit demonstrates that the said registration was valid for the financial year from the date of issue and was to have expired on 31.03.2015. The terms of the "Marketing Assistance Scheme" indicate that the scheme was for providing assistance to small units for marketing and the UPSIC on behalf of its registered units was to participate in various tenders in the State of U.P.

6. The documents filed as Annexure SA-1 which is a letter issued by the UPSIC to the Assistant Project Manager, Electrical Unit, UPRNN, Varanasi indicates that it was the UPSIC which had submitted its bid in response to the tender no. 32/CCTV/ALLD/RNN/14 dated 17.01.2015 for supply, installation, testing and commissioning of CCTV system at the High Court due on 27.01.2015. The aforementioned bid was submitted by the UPSIC on behalf of its registered member i.e. petitioner under the Marketing Assistance Scheme referred to above.

7. The Notice Inviting Tender (NIT) for supplying, installation, testing, commissioning and project management of the CCTV surveillance system for the High Court Allahabad was issued on 17.01.2015 by the UPRNN in its capacity as the design and executing agency. The correspondence which has

been placed on record shows that in response to the NIT dated 17.01.2015 four tenders were received out of which two were found eligible and upon opening of the price bid on 26.02.2015 the bid submitted by the UPSIC was found to be lowest and it was sanctioned the work, and after the negotiation meeting held between UPRNN and UPSIC the work was directed to be started. The request for starting the work of installation of CCTV cameras was communicated vide letter dated 31.03.2015 issued on behalf of respondent no.4 to the UPRNN, and thereafter UPRNN issued a communication dated 09.04.2015 to the UPSIC informing that its offer had been found to be the lowest and the work had been awarded to them on terms and conditions of the contract which were specified in the letter. As per aforementioned terms and conditions of the contract, the successful bidder i.e. UPSIC was required to fulfill the conditions of the contract which included furnishing to the UPRNN, the requisite performance guarantee and bank guarantee, etc. Further, the UPSIC as the successful bidder, was required to sign an agreement with UPRNN within 15 days of submission of performance security as per the format agreement given along with the NIT. The petitioner claims that on the basis of the contract given by the UPRNN to the UPSIC and the agreement executed between the said parties, certain directions were issued to the petitioner by the UPSIC with regard to the work to be completed.

8. The records of the case indicate that the writ petition was initially filed with the Managing Director, UPRNN as the only respondent and subsequently with the permission of the Court granted on 12.10.2018 respondent nos. 2, 3 and 4 were impleaded as respondents.

9. Upon the case being taken on 06.03.2019, Sri Manish

Goyal, Additional Advocate General assisted by Mrs. Akanksha Sharma appearing on behalf of respondent nos.2 and 3 and also respondent no.4 raised an objection that the issue involved in the writ petition was regarding release of an alleged contractual amount for which the writ petition was not the appropriate remedy and the petitioner may file a suit for the said purpose. Learned Senior Counsel appearing for the petitioner made a prayer that he may be granted sometime to place on record the agreement entered into between the parties so as to respond to the preliminary objection raised by the respondents and on the prayer of the learned counsel an order was passed on 06.03.2019 whereby the matter was adjourned to 12.03.2019.

10. Pursuant to the aforementioned order dated 06.03.2019, a supplementary affidavit was filed by the petitioner. However, despite time having been sought the petitioner has not been able to place on record copy of any agreement to which the petitioner may have been a party. In fact the pleadings in the writ petition and the supplementary affidavit do not indicate that any agreement was entered into between the executing agency and the petitioner with regard to the work in question or in respect to any AMC for the purpose.

11. In response to the preliminary objection regarding the maintainability of the writ petition, the learned Senior Counsel appearing for the petitioner has sought to place reliance on the judgment in the case of *Joshi Technologies International Inc. vs. Union of India and others*<sup>1</sup>, to contend that there is no absolute bar to the maintainability of the writ petition even in contractual matters where there are disputed questions of fact or even where monetary claims are sought to be raised.

---

<sup>1</sup> (2015) 7 SCC 728

12. *Per contra*, the counsel appearing for the respondents have submitted that the reliefs sought in the writ petition were in the realm of an alleged contractual relationship and as such the same were not amenable to the writ jurisdiction. It is further contended that the pleadings in the writ petition and the grounds which have sought to be canvassed clearly go to show that the issues sought to be raised relate to purely contractual matters which would have to be decided on the basis of contractual relations between the parties and not by filing a writ petition. It is also submitted that the documents which have been placed on record unequivocally show that there was no privity of contract between the petitioner and the respondent against whom the relief was being sought.

13. Heard the learned counsel for the parties and perused the record.

14. The pleadings in the case as well as material on record clearly demonstrate that pursuant to the NIT issued by the UPRNN in its capacity as the design and executing agency for the work of supply, installation, testing, commissioning and project management of CCTV surveillance system for respondent no.4, it was the UPSIC which had submitted its bid and upon being held to be a successful bidder an agreement was entered into between the executing agency i.e. UPRNN and the successful bidder, i.e. the UPSIC for completion of the work as per the terms and conditions of the contract. The petitioner company was neither a party to any agreement entered into with the executing agency i.e. UPRNN nor was any AMC awarded to the petitioner company by the UPRNN.

15. We may note that the law in this regard as developed through a catena of judgments is that in pure contractual matters the extra ordinary remedy of a writ under Article 226

of the Constitution of India<sup>2</sup> cannot be invoked, and such remedies are available in a limited sphere only when the contracting party is able to demonstrate that the remedy it seeks to invoke is a public law remedy, in contradistinction to a private law remedy under a contract.

16. The legal position in this regard is that where the rights which are sought to be agitated are purely of a private character no mandamus can be claimed, and even if the relief is sought against the State or any of its instrumentality the precondition for the issuance of a writ of mandamus is a public duty. In a dispute based on a pure contractual relationship there being no public duty element, a mandamus would not lie.

17. In this regard we may draw reference to the judgment of the Supreme Court in the case of ***Bareilly Development Authority Vs. Ajay Pal Singh***<sup>3</sup> wherein it was held that even though the development authority had the trappings of a State, in a matter pertaining to determination of the price of the flats constructed by it and the rate of monthly instalments to be paid, the authority after entering into the field of an ordinary contract was acting purely in its executive capacity, and the right and obligations of the parties *inter se* would be governed only as per the terms of the contract. The observations made in the judgment are as follows:-

*“21. This finding in our view is not correct in the light of the facts and circumstances of this case because in Ramana Dayaram Shetty Vs. International Airport Authority of India [(1979) 3 SCC 489] there was no concluded contract as in this case. Even conceding that the BDA has the trappings of a State or would be comprehended in 'other authority' for the purpose of Article 12 of the Constitution, while determining price of the houses/flats constructed by it and the rate of monthly instalments to be paid, the 'authority' or its agent after entering into the field of ordinary contract acts purely in its executive capacity. Thereafter the relations are no longer governed by the*

---

<sup>2</sup> The Constitution

<sup>3</sup> (1989) 2 SCC 116

constitutional provisions but by the legally valid contract which determines the rights and obligations of the parties inter se. In this sphere, they can only claim rights conferred upon them by the contract in the absence of any statutory obligations on the part of the authority (i.e. BDA in this case) in the said contractual field.

22. There is a line of decisions where the contract entered into between the State and the persons aggrieved is non-statutory and purely contractual and the rights are governed only by the terms of the contract, no writ or order can be issued under Article 226 of the Constitution of India so as to compel the authorities to remedy a breach of contract pure and simple — *Radhakrishna Agarwal & Ors. v. State of Bihar* (1977) 3 SCC 457, *Premji Bhai Parmar & Ors. v. Delhi Development Authority & Ors.* (1980) 2 SCC 129 and *Divl. Forest Officer v. Bishwanath Tea Company Ltd.* (1981) 3 SCC 238.”

18. In the case of ***Divisional Forest Officer Vs. Vishwanath Tea Company Ltd.***<sup>4</sup> the question of maintainability of a writ petition in respect of a claim arising out of the contractual rights and obligations flowing from the terms of a lease was considered, and it was held as follows:-

“8. It is undoubtedly true that High Court can entertain in its extraordinary jurisdiction a petition to issue any of the prerogative writs for any other purpose. But such writ can be issued where there is executive action unsupported by law or even in respect of a corporation there is a denial of equality before law or equal protection of law. The Corporation can also file a writ petition for enforcement of a right under a statute. As pointed out earlier, the respondent (company) was merely trying to enforce a contractual obligation. To clear the ground let it be stated that obligation to pay royally for timber cut and felled and removed is prescribed by the relevant regulations. The validity of regulations is not challenged. Therefore, the demand for royalty is unsupported by law. What the respondent claims is an exception that in view of a certain term in the indenture of lease, to wit, clause 2, the appellant is not entitled to demand and collect royalty from the respondent. This is nothing but enforcement of a term of a contract of lease. Hence, the question whether such contractual obligation can be enforced by the High Court in its writ jurisdiction.

9. Ordinarily, where a breach of contract is complained of, a party complaining of such breach may sue for specific performance of the contract, if contract is capable of being specifically performed, or the party may sue for damages. Such a

---

4 (1981) 3 SCC 238



*suit would ordinarily be cognizable by the civil court. The High Court in its extraordinary jurisdiction would not entertain a petition either for specific performance of contract or for recovering damages. A right to relief flowing from a contract has to be claimed in a civil court where a suit for specific performance of contract or for damages could be filed.”*

19. We may also refer to the judgment in the case of **LIC Vs. Escorts Ltd.**<sup>5</sup> wherein it was held that in a matter relating to the contractual obligations the Court would not ordinarily examine it unless the action has some public law character attached to it. The observations made in the judgment are as follows:-

*“102. ...If the action of the State is related to contractual obligations or obligations arising out of the tort, the court may not ordinarily examine it unless the action has some public law character attached to it. Broadly speaking, the court will examine actions of State if they pertain to the public law domain and refrain from examining them if they pertain to the private law field. The difficulty will lie in demarcating the frontier between the public law domain and the private law field. It is impossible to draw the line with precision and we do not want to attempt it. The question must be decided in each case with reference to the particular action, the activity in which the State or the instrumentality of the State is engaged when performing the action, the public law or private law character of the action and a host of other relevant circumstances. When the State or an instrumentality of the State ventures into the corporate world and purchases the shares of a company, it assumes to itself the ordinary role of a shareholder, and dons the robes of a shareholder, with all the rights available to such a shareholder. There is no reason why the State as a shareholder should be expected to state its reasons when it seeks to change the management, by a resolution of the company, like any other shareholder.”*

20. In **Premji Bhai Parmar Vs. Delhi Development Authority**<sup>6</sup> a petition filed under Article 32 before the Supreme Court contending that the surcharge collected by the authority in respect of a flat purchased by the petitioner was illegal, the petition was dismissed with the following observations:-

*“8. ...petition to this Court under Article 32 is not a proper*

---

5 (1986) 1 SCC 264

6 (1980) 2 SCC 129

*remedy nor is this Court a proper forum for reopening the concluded contracts with a view to getting back a part of the purchase price paid and the benefit taken. .... But after the State or its agents have entered into the field of ordinary contract, the relations are no longer governed by the constitutional provisions but by the legally valid contract which determines rights and obligations of the parties inter se. No question arises of violation of Article 14 or of any other constitutional provision when the State or its agents, purporting to act within this field, perform any act. In this sphere, they can only claim rights conferred upon them by contract and are bound by the terms of the contract only unless some statute steps in and confers some special statutory power or obligation on the State in the contractual field which is apart from contract.”*

21. In the case of **State of Bihar Vs. Jain Plastics & Chemicals Ltd.**<sup>7</sup> a grievance was sought to be raised against deduction of an amount from the final bill to be paid to the contractor due to breach of contract by him. The petition was allowed by the High Court. The matter was taken to the Supreme Court wherein it was held that even if it was possible to decide the question raised in the petition on the basis of affidavits and counter affidavits, it would not be proper to exercise extraordinary jurisdiction under Article 226 of the Constitution in cases of alleged breach of contract. The observations made by the Supreme Court are as follows:-

*“2. Limited question involved in this appeal is — whether the High Court ought not to have exercised its jurisdiction under Article 226 of the Constitution of India for granting relief in case of alleged breach of contract.*

*3. Settled law — writ is not the remedy for enforcing contractual obligations. It is to be reiterated that writ petition under Article 226 is not the proper proceedings for adjudicating such disputes. Under the law, it was open to the respondent to approach the court of competent jurisdiction for appropriate relief for breach of contract...*

*x x x x x*

*7. ...It is true that many matters could be decided after referring to the contentions raised in the affidavits and counter-affidavits, but that would hardly be a ground for exercise of extraordinary jurisdiction under Article 226 of the Constitution in case of alleged breach of contract. Whether the alleged non-supply of*

---

<sup>7</sup> (2002) 1 SCC 216

*road permits by the appellants would justify breach of contract by the respondent would depend upon facts and evidence and is not required to be decided or dealt with in a writ petition. Such seriously disputed questions or rival claims of the parties with regard to breach of contract are to be investigated and determined on the basis of evidence which may be led by the parties in a properly instituted civil suit rather than by a court exercising prerogative of issuing writs.”*

22. The general principles which may be culled out from the aforementioned judgments is that in a case where the contract entered into between the State and the person aggrieved is of a non-statutory character and the relationship is governed purely in terms of a contract between the parties, in such situations the contractual obligations are matters of private law and a writ would not lie to enforce a civil liability arising purely out of a contract. The proper remedy in such cases would be to file a civil suit for claiming damages, injunctions or specific performance or such appropriate reliefs in a civil court. Pure contractual obligation in the absence of any statutory complexion would not be enforceable through a writ.

23. The remedy under Article 226 of the Constitution being an extraordinary remedy, it is not intended to be used for the purpose of declaring private rights of the parties. In the case of enforcement of contractual rights and liabilities the normal remedy of filing a civil suit being available to the aggrieved party, this Court may not exercise its prerogative writ jurisdiction to enforce such contractual obligations.

24. We may gainfully refer to the judgment in the case of ***Joshi Technologies International Inc.*** (supra) wherein the entire legal position in this regard has been taken note of and summarized in the following terms:-

*“69. The position thus summarised in the aforesaid principles has to be understood in the context of discussion that preceded which we have pointed out above. As per this, no doubt, there is no absolute bar to the maintainability of the writ petition even*

*in contractual matters or where there are disputed questions of fact or even when monetary claim is raised. At the same time, discretion lies with the High Court which under certain circumstances, it can refuse to exercise. It also follows that under the following circumstances, “normally”, the Court would not exercise such a discretion:*

*69.1. The Court may not examine the issue unless the action has some public law character attached to it.*

*69.2. Whenever a particular mode of settlement of dispute is provided in the contract, the High Court would refuse to exercise its discretion under Article 226 of the Constitution and relegate the party to the said mode of settlement, particularly when settlement of disputes is to be resorted to through the means of arbitration.*

*69.3. If there are very serious disputed questions of fact which are of complex nature and require oral evidence for their determination.*

*69.4. Money claims per se particularly arising out of contractual obligations are normally not to be entertained except in exceptional circumstances.*

*70. Further, the legal position which emerges from various judgments of this Court dealing with different situations/aspects relating to contracts entered into by the State/public authority with private parties, can be summarised as under:*

*70.1. At the stage of entering into a contract, the State acts purely in its executive capacity and is bound by the obligations of fairness.*

*70.2. State in its executive capacity, even in the contractual field, is under obligation to act fairly and cannot practise some discriminations.*

*70.3. Even in cases where question is of choice or consideration of competing claims before entering into the field of contract, facts have to be investigated and found before the question of a violation of Article 14 of the Constitution could arise. If those facts are disputed and require assessment of evidence the correctness of which can only be tested satisfactorily by taking detailed evidence, involving examination and cross-examination of witnesses, the case could not be conveniently or satisfactorily decided in proceedings under Article 226 of the Constitution. In such cases the Court can direct the aggrieved party to resort to alternate remedy of civil suit, etc.*

*70.4. Writ jurisdiction of the High Court under Article 226 of the Constitution was not intended to facilitate avoidance of obligation voluntarily incurred.*

*70.5. Writ petition was not maintainable to avoid contractual obligation. Occurrence of commercial difficulty, inconvenience or hardship in performance of the conditions agreed to in the*

contract can provide no justification in not complying with the terms of contract which the parties had accepted with open eyes. It cannot ever be that a licensee can work out the licence if he finds it profitable to do so: and he can challenge the conditions under which he agreed to take the licence, if he finds it commercially inexpedient to conduct his business.

70.6. Ordinarily, where a breach of contract is complained of, the party complaining of such breach may sue for specific performance of the contract, if contract is capable of being specifically performed. Otherwise, the party may sue for damages.

70.7. Writ can be issued where there is executive action unsupported by law or even in respect of a corporation there is denial of equality before law or equal protection of law or if it can be shown that action of the public authorities was without giving any hearing and violation of principles of natural justice after holding that action could not have been taken without observing principles of natural justice.

70.8. If the contract between private party and the State/instrumentality and/or agency of the State is under the realm of a private law and there is no element of public law, the normal course for the aggrieved party, is to invoke the remedies provided under ordinary civil law rather than approaching the High Court under Article 226 of the Constitution of India and invoking its extraordinary jurisdiction.

70.9. The distinction between public law and private law element in the contract with the State is getting blurred. However, it has not been totally obliterated and where the matter falls purely in private field of contract, this Court has maintained the position that writ petition is not maintainable. The dichotomy between public law and private law rights and remedies would depend on the factual matrix of each case and the distinction between the public law remedies and private law field, cannot be demarcated with precision. In fact, each case has to be examined, on its facts whether the contractual relations between the parties bear insignia of public element. Once on the facts of a particular case it is found that nature of the activity or controversy involves public law element, then the matter can be examined by the High Court in writ petitions under Article 226 of the Constitution of India to see whether action of the State and/or instrumentality or agency of the State is fair, just and equitable or that relevant factors are taken into consideration and irrelevant factors have not gone into the decision-making process or that the decision is not arbitrary.

70.10. Mere reasonable or legitimate expectation of a citizen, in such a situation, may not by itself be a distinct enforceable right, but failure to consider and give due weight to it may render the decision arbitrary, and this is how the requirements of due consideration of a legitimate expectation forms part of the

*principle of non-arbitrariness.*

*70.11. The scope of judicial review in respect of disputes falling within the domain of contractual obligations may be more limited and in doubtful cases the parties may be relegated to adjudication of their rights by resort to remedies provided for adjudication of purely contractual disputes.”*

25. Keeping in view the aforementioned principles of law, this Court is of the view that though in contractual matters where disputed questions of fact or monetary claims have been raised, there may not be an absolute bar to the maintainability of the writ petition, the discretion can be exercised by the High Court only in a case where the contracting party is able to demonstrate that it is a public law remedy it seeks to invoke in contradistinction to a private law remedy simpliciter under the contract.

26. On behalf of the petitioner, attention of this Court has been drawn to a recent judgment of the Supreme Court dated 08.03.2019 in ***Civil Appeal No.2610 of 2019 (M/s Surya Constructions Vs. State of Uttar Pradesh & Ors.)***. It was a case in which payment for extra work by the Uttar Pradesh Jal Nigam had not been made to the appellant though such work was expressly sanctioned and completed to their satisfaction, and the only reason assigned for not making the payment was that no money was available in the account of the Uttar Pradesh Jal Nigam and that payment would be made after availability of the funds from the Government. It was, in this background that the Court came to the conclusion that there was no dispute as to the amount which had to be paid to the appellant and therefore the dismissal of the writ petition stating that disputed question of facts arise was not correct inasmuch as there was no disputed question of fact and on the contrary the amount payable to the appellant was wholly undisputed.

27. We are afraid the facts of the aforementioned case in ***M/s***

*Surya Constructions* (supra) are entirely distinguishable inasmuch as in the said case there was no dispute with regard to amount that had to be paid to the appellant and in fact the liability to make payment had been admitted and the only reason put forward for not making payment was non-availability of funds. It was in this context that the Court taking into consideration that the work as expressly sanctioned having been completed long back in the year 2009 and to the satisfaction of the Uttar Pradesh Jal Nigam, directed making of necessary payment alongwith interest.

28. In the present case the claim sought to be set up by the petitioner has been strongly disputed, and the petitioner has not been able to place on record any material to demonstrate that it was a party to any agreement in terms of which it would be entitled to raise any claim against the respondents. The facts of the case at hand being on an entirely different footing, the petitioner is not entitled to draw any benefit from the judgment in the case of *M/s Surya Constructions*.

29. The pleadings in the instant case and the material which has been placed on record, do not in any manner indicate that it is a public law remedy which the petitioner is seeking to invoke so as to persuade this Court to exercise its discretion. Moreover, the facts which are before us clearly indicate that pursuant to the tender notice issued by the UPRNN (respondent no.1), it was the UPSIC which had submitted its bid and upon being declared successful bidder it had entered into an agreement with the UPRNN i.e. the executing agency as per the terms and conditions of the contract agreed between the parties. Despite time being granted, the petitioner has not been able to bring any material on record to demonstrate that it was a party to any agreement on the basis of which it may claim

entitlement to raise a claim in respect of the reliefs prayed for in the writ petition.

30. In view of the aforementioned discussion and keeping in view of the facts of the present case, we do not deem it fit to exercise our extra ordinary jurisdiction under Article 226 of the Constitution of India in the present case.

31. The writ petition is accordingly dismissed.

**Order Date :- 08.05.2019**

Imroz/Shahroz

(Dr. Y. K. Srivastava, J.)      (Pankaj Kumar Jaiswal, J.)