

Smt. Aslhing Alias Lhingjanong

Vs

L. S. John and Others

Civil Appeal No. 1189 of 1982

(E. S. Vankataramiah, O. Chinnappa Reddy, Syed M. Fazal Ali JJ)

22.11.1983

JUDGMENT

FAZAL ALI, J. -

1. In this election appeal the only point for determination is whether at the time when respondent No. 1 filed his nomination paper he held a subsisting contract with the Government for widening the PLP road. While it is true that there was such a contract in existence prior to November 30, 1979, respondent No. 1 wrote a letter on November 30, 1979 to the concerned Executive Engineer stating that he was closing the said contract. The last date for filing nomination was December 10, 1979. It is argued that the contents of the said letter do not have the effect of putting an end to the contract. After going through the contents of the letter it is absolutely clear that the contractor unilaterally put an end to the contract and informed the Department concerned accordingly and also he had resigned from the contractor's list of PWD, Manipur. Thus after this letter the contract came to an end by breach and the contract was no longer subsisting. Mr. Rangarajan has submitted some very nice and delicate questions for consideration. One of them being that until and unless the letter is accepted by the authority the contract would continue and thus the respondent would suffer from the disqualification. In our opinion having regard to the contents of the letter it is not possible to accept the argument of Mr. Rangarajan that the contract was subsisting. The acceptance of the letter by the authorities was unnecessary for putting an end to the contract although the breach may give rise to a cause of action for damages. No other point is raised before us. We do not find any merit in this appeal and it is dismissed without any order as to costs.

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