

SUPREME COURT OF INDIA

Food Corporation of India and Others

Vs

Harmesh Chand

Appeal (Civil) 3593 of 2006 (Arising Out of S.L.P. (C) No.10392 of 2004)

(B. P. Singh and Altamas Kabir, JJ)

08.09.2006

JUDGMENT

Heard counsel for the parties.

Leave granted.

The High Court by its impugned judgment and order issued a writ of certiorari quashing the order dated January 17, 2003 whereby the contract of the respondent herein had been cancelled, and the order dated March 30, 2003 by which the District Magistrate, Kapurthala was directed to recover the amount of Rs.3, 43, 138/- from the account of the respondent herein at Kapurthala. The High Court also issued a writ of mandamus directing the appellant herein to permit the petitioner respondent to continue to work in pursuance of the contract awarded to the respondent on October 5, 2002.

The contract was for a term of two years which has expired on October 4, 2004.

The grievance of the appellant is that the High Court ought not to have gone into seriously disputed questions of fact in its writ jurisdiction. The writ petitioner (respondent herein) challenged the

action of the appellant contending that he was prevented by the appellant from working the contract. This was disputed by the appellant. It was submitted before us by reference to the record of an earlier petition under Section 482 Cr.P.C. filed by the respondent wherein his case was that he was prevented from working the contract by the Truckers' Union acting at the behest of the earlier contractor. In any event, since the facts were seriously disputed by the appellant, and no factual finding could be recorded without consideration of evidence adduced by the parties, it was not an appropriate case in which the High Court ought to have exercised its writ jurisdiction. The parties could have approached a civil court of competent jurisdiction to adjudicate the matter.

We agree with the appellant. Having regard to the fact that the term of the contract has run out while dismissing the writ petition, we direct that in case any dispute arises in future concerning the said contract, and a court is called upon to adjudicate the matter, it shall while recording its findings and decision act on the basis of evidence adduced before it, uninfluenced by any observation made by the High Court in the impugned judgment.

The interim order stands dissolved. We observe that any claim relating to the period during which the interim order was in force, may also be decided by a court of competent jurisdiction in accordance with law, if required to do so, in any dispute in future between the parties relating to the subject matter of this petition.

This appeal is accordingly allowed. No order as to the costs.