

# RAJASTHAN HIGH COURT

R. K. Gupta

Vs.

University of Rajasthan

S. B. Civil Writ Petition No. 3615 of 2000

(Shiv Kumar Sharma, J.)

13.02.2002

## ORDER

**Shiv Kumar Sharma, J.**

1. The petitioner in the instant writ petition seeks to quash the order dated April 29, 2000 (Annexure-8) issued by the respondent University of Rajasthan, whereby the rent of the tenanted shops was increased without affording an opportunity to the petitioner. The petitioner has been the tenant of the respondent University in the shops in question and it appears that the Syndicate vide Resolution dated April 22, 2000 decided to increase the rent of the said shops.

2. The learned counsel Mr. R. D. Rastogi, appearing on behalf of the respondent University raised preliminary objection in regard to maintainability of the writ petition on the ground that in contractual matters powers under Article 226 of the Constitution of India cannot be invoked. The learned counsel placed reliance on *Kerala State Electricity Board v. Kurien E. Kalathil*,<sup>1</sup> Their Lordships of the Supreme Court in the said case indicated that the contract between the parties is in the realm of private law. It is not a statutory contract. The disputes relating to interpretation of the terms and conditions of such a contract could not have been agitated in a petition under Article 226 of the Constitution of India. Whether any amount is due and if so, how much and refusal of the appellant to pay it is justified or not, are not matters which could have been agitated and decided in a writ petition. The contractor should have been relegated to other remedies."

3. I am unable to persuade myself to agree with the submissions advanced by Mr. R. D. Rastogi. The ratio indicated in *Kerala State Electricity Board v. Kurien E. Kalathil* (supra) is not applicable to the facts and circumstances of this case. The question that

arises in the instant case does not relate to the interpretation of the terms and conditions of the contract entered into between the parties. The precise controversy in the instant case is as to whether prejudicial order can be passed against the party without affording an opportunity of hearing to him.

4. In the instant case I am not deciding the rights and liabilities of the parties arising out of a contract. The short point that requires my consideration is whether the syndicate of the University of Rajasthan is empowered to take a decision to the prejudice of the petitioner without affording an opportunity of hearing to him. The crux of the arguments of the learned counsel for the respondent University Mr. Rastogi is that the petitioner ought to have instituted a civil suit and in view of alternative remedy available to him the petitioner is not entitled to invoke jurisdiction under Article 226 of the Constitution of India.

5. It is settled law that where the principles of natural justice are flouted this Court under Article 226 of the Constitution of India can interfere in the matter even if the party has efficacious alternative remedy.

6. In view of what I have discussed hereinabove, I allow the writ petition and quash the order dated April 29, 2000 holding it arbitrary and violative of Article 14 of the Constitution. I however grant liberty to the respondent University to take a fresh decision after providing opportunity of hearing to the petitioner. The parties shall bear their own costs.

Petition allowed.

Cases Referred.

1. (2000) 6 SCC 293