



2026:AHC-LKO:50826-DB

A.F.R.

**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

WRIT - C No. - 7398 of 2026

M/S Anu Enterprises Thru.Proprietor Anu Singh

.....Petitioner(s)

Versus

State Of U.P. Thru. Addl. Chief Prin. Secy. Secondary Edu.
Lko. And 6 Others

.....Respondent(s)

Counsel for Petitioner(s)	: Hemant Kumar Mishra, Abhishek Mishra, Arti Ganguly
Counsel for Respondent(s)	: C.S.C., I.M. Pandey Ist, Naresh Chandra Mehrotra

Court No. - 3

HON'BLE SHEKHAR B. SARAF, J.

HON'BLE ABDHESH KUMAR CHAUDHARY, J.

1. Heard learned counsel appearing on behalf of the petitioner as well as Shri Pankaj Khare and Ms. Isha Mittal, learned Additional Chief Standing Counsel for the State-respondent(s) and perused the materials available on record.

2. This writ petition has been filed by the petitioner for the following main relief(s):

"(a) To issue a writ order or direction in the nature of Certiorari quashing the impugned order dated 29.04.2026 issued by the Opposite Party No. 1, contained as Annexure no. 1 to this Writ Petition.

(b) To issue a writ order or direction in the nature of Certiorari quashing the impugned Short Term e-tender notice no. 20/ GM-3/ UPPCL/ 2026-27 dated 30.06.2026 and tender no. 21/ GM-3/UPPCL/2026-27 dated 30.06.2026 issued by the Opposite Party No. 7, contained as Annexure No. 2 and 3 to this Writ Petition respectively.

(c) To issue a writ order or direction in the nature of MANDAMUS commanding the Opposite Party No. 1 to allow the Petitioner to complete its work in terms of the Letter of Intent dated 21.04.2026 in respect of Pandit Deen Dayal Upadhyay Rajkiya Model Inter

College, Khajuri, Ambedkarnagar and letter of Intent dated 22.04.2026 in respect of Rajkiya Inter College, Akbarpur, Ambedkarnagar."

3. The factual matrix indicates that respondent no.3, namely, the Uttar Pradesh State Construction and Infrastructure Development Corporation, had been entrusted by the State of Uttar Pradesh with the execution of certain projects. For carrying out the said projects, respondent no. 3 invited several tenders, and the petitioner was declared successful in respect of two projects, namely, (i) the construction of a Mini Indoor Stadium at Pandit Deen Dayal Upadhyay Rajkiya Model Inter College, Khajuri, Ambedkar Nagar, and (ii) the construction of a Mini Indoor Stadium at Rajkiya Inter College, Akbarpur, District Ambedkar Nagar.

4. Letters of Intent in respect of the aforesaid projects were issued to the petitioner on 21.04.2026 and 22.04.2026 by respondent no. 3. However, by order dated 29.04.2026, the Special Secretary, Government of Uttar Pradesh, addressed a communication to the Director, Secondary Education, directing that the U.P. Projects Corporation Limited (respondent no. 7), instead of respondent no. 3, would act as the nodal agency for execution of the said two projects in respect of which the petitioner had already been awarded the tenders. Pursuant to the said communication, the petitioner was restrained from executing the works allotted to him by respondent no. 3. Furthermore, respondent no. 7 issued short-term tenders for both the projects and proceeded to open the technical bids in respect thereof.

5. Learned counsel for the petitioner submits that, once the petitioner had been declared successful in the tender process and Letters of Intent had been issued in his favour by respondent no. 3, the communication dated 29.04.2026 issued by the Special Secretary, Government of Uttar Pradesh, indirectly takes away the valuable rights that had accrued to the petitioner under the tender process. It is contended that the petitioner could not have been deprived of the contract in the aforesaid manner after the issuance of the Letters of Intent.

Learned counsel has placed reliance upon a judgment of the Hon'ble

Supreme Court in ***Subodh Kumar Singh Rathour vs. Chief Executive Officer and others*** reported in 2024(7) SCR 532 : 2024 AIR (SC) 3784.

6. Per contra, learned counsel appearing for the State submits that the present writ petition is not maintainable, as the petitioner has no locus standi to invoke the writ jurisdiction in the facts of the present case. It is further submitted that any grievance arising out of the tender or the Letters of Intent issued by respondent no. 3 is contractual in nature and is liable to be resolved in terms of the arbitration clause contained therein. Learned counsel further submits that the State, in its wisdom, transferred the projects to another nodal agency, namely, respondent no. 7, as the works were not being executed satisfactorily by respondent no. 3.

7. The question that arises for consideration in the present writ petition is whether the rights that accrued to the petitioner pursuant to the issuance of the Letters of Intent and the award of the tenders can be enforced in proceedings under Article 226 of the Constitution of India, or whether the petitioner is required to seek redress before the appropriate forum, such as the Arbitral Tribunal or the competent Civil Court, in accordance with law.

8. In our considered view, if the petitioner is of the opinion that respondent no. 3 has committed a breach of the contractual obligations arising out of the Letters of Intent, it is open to the petitioner to initiate appropriate proceedings against respondent no. 3 for recovery of damages or any other relief available in law. The action of the Government vide letter dated 29.04.2026 is upon the respondent no.3 and the said action cannot be indirectly challenged by the petitioner by way of filing a writ petition. If at all, the grievance arising from the transfer of the projects is one which respondent no.3 may choose to agitate. It is upto the respondent no.3 to initiate appropriate proceedings against the State. The respondent no.3 cannot be permitted to indulge in proxy litigation through the petitioner. In any case, the petitioner shall remain at liberty to seek compensation for loss of profit or any other consequential relief by invoking the arbitration clause or by instituting appropriate civil proceedings, against the respondent no.3, in accordance with law.

9. The judgments relied upon by learned counsel for the petitioner lay down general principles of law. However, the same are distinguishable on facts and do not advance the case of the petitioner in the peculiar facts and circumstances of the present case. Consequently, the said decisions are of no assistance to the petitioner.

10. The Hon'ble Supreme Court in the case of ***Bareilly Development Authority vs. Ajai Pal Singh, AIR 1989 SC 1076***; has held that, if a person is aggrieved in respect of non-statutory and purely contractual rights flowing from a contract, remedy under Article 226 of the Constitution is not available. Similarly, in ***Kerala State Electricity Board and another Vs. Kurian E. Kalathil and others, 2000(6) SCC 293***, the Apex Court held that, if a term of contract is violated, ordinarily remedy is not the writ petition under Article 226. Disputes arising out of terms of such contract or alleged breaches have to be settled by ordinary principles of law of contract.

11. In ***State of U.P. and others vs. Bridge & Roof Co.; AIR 1996 SC 3515***; the Apex Court, when called upon to examine the entertainability of a Writ Petition in contractual matter, held as follows:

"Firstly, the contract between the parties is a contract in the realm of private law. It is not a statutory contract. It is governed by the provisions of the Contract Act or, may be, also by certain provisions of the Sale of Goods Act. Any dispute relating to interpretation of the terms and conditions of such a Contract cannot be agitated, and could not have been agitated, in a writ petition. That is a matter either for arbitration as provided by the contract or for Civil Court, as the case may be."

12. It has to be understood that the present writ petition requires interpretation of several terms of the conditions of contract executed between the petitioner and the Respondent No.3, to arrive at any decision. In ***Zonal Manager, Central Bank of India vs. Devi Ispat Ltd. and Ors., 2010(11) SCC 186***; the Apex Court said:

"It is settled law that the disputes relating to interpretation of terms and conditions of a contract could not be examined/challenged or agitated in a petition filed under Article 226 of the Constitution. It is a matter for adjudication by a civil court or in arbitration, if provided

for in the contract or before the DRT or under the Securitization Act."

Further, it has to be understood that the grounds canvassed by the learned Counsel for the petitioner is in the nature of breach of contract and this court is clear in its mind that no writ or order can be issued under Article 226 so as to compel the authorities to remedy a breach of contract, pure and simple. However, that does not mean that the petitioner is remediless, as the petitioner can very well approach the competent court for adjudication by a Civil Court or by the mechanism of arbitration, if provided for in the contract.

13. The Supreme Court referring the judgment of ***Bareilly Development Authority vs. Ajai Pal Singh (supra)***, and ***Bridge & Roof Co. (India) Ltd., (supra)***, in the case of ***Rajasthan State Industrial Development and Investment Corporation and Anr. vs. Diamond and Gem Development Corporation Ltd. and Anr.; 2013(5) SCC 470*** has observed as under:

"There can be no dispute to the settled legal proposition that matters/disputes relating to contract cannot be agitated nor terms of the contract can be enforced through writ jurisdiction under Article 226 of the Constitution. Thus, writ court cannot be a forum to seek any relief based on terms and conditions incorporated in the agreement by the parties."

14. Recently, the Supreme Court in ***Rikhab Chand Jain vs. Union of India*** reported in ***(2025 SCC OnLine SC 2510)***, while holding the concept of entertainability and maintainability of writ petition held, relevant to the context:

"9. While deciding whether to entertain a petition under Article 226 bearing in mind the precedents in the field, a writ court ought to additionally notice the forum designated by the statute for the litigant to approach. This is necessary because the alternative forum that is provided by the statute has to be one which can dispense speedy and efficacious relief. However, as in the present case, if the statutorily designated alternative forum happens to be the high court itself whose jurisdiction under Article 226 is

invoked and not any ordinary statutory functionary/tribunal, refusal to entertain the petition should be the rule and entertaining it an exception."

10. We may profitably refer, in this context, to the Constitution Bench decision in **Thansingh Nathmal v. A. Mazid, Superintendent of Taxes, AIR 1964 SC 1419**. In *Thansingh Nathmal* (supra), this Court had the occasion to lay down a principle of law which is salutary and not to be found in any other previous decision rendered by it. The principle, plainly, is that, if a remedy is available to a party before the high court in another jurisdiction, the writ jurisdiction should not normally be exercised on a petition under Article 226, for, that would allow the machinery set up by the concerned statute to be bye-passed. The relevant passage from the decision reads as follows:

*"The jurisdiction of the High Court under article 226 of the Constitution is couched in wide terms and the exercise thereof is not subject to any restrictions except the territorial restrictions which are expressly provided in the article. But the exercise of the jurisdiction is discretionary; it is not exercised merely because it is lawful to do so. The very amplitude of the jurisdiction demands that it will ordinarily be exercised subject to certain self-imposed limitations. Resort to that jurisdiction is not intended as an alternative remedy for relief which may be obtained in a suit or other mode prescribed by statute. **Ordinarily the court will not entertain a petition for a writ under article 226, where the petitioner has an alternative remedy, which, without being unduly onerous, provides an equally efficacious remedy. Again, the High Court does not generally enter upon a determination of questions which demand an elaborate examination of evidence to establish the right to enforce which the writ is claimed.** The High Court does not therefore act as a court of appeal against the decision of a court or tribunal, to correct errors of fact, and does not by assuming jurisdiction under article 226 trench upon an alternative remedy provided by statute for obtaining*

relief. Where it is open to the aggrieved petitioner to move another tribunal, or even itself in another jurisdiction for obtaining redress in the manner provided by a statute, the High Court normally will not permit, by entertaining a petition under article 226 of the Constitution, the machinery created under the statute to be by-passed, and will leave the party applying to it to seek resort to the machinery so set up."

(emphasis ours)

11. Since the appellant had a remedy by way of a reference before the High Court against the order dated 23rd June, 2000 of the CEGAT, we do not consider refusal to exercise discretion in favour of the appellant to be so fundamentally incorrect that interference is warranted."

15. In view of above exposition of law and for all the aforesaid reasons, petitioner as having remedy in common law regarding alleged breach of contract, we hold that the same cannot be enforced by way of writ petition under Article 226 of the Constitution. Accordingly, the present writ petition is **dismissed**.

July 28, 2026
Praveen

(Abdhesh Kumar Chaudhary,J.) (Shekhar B. Saraf,J.)