

Present: Sh. V.K. Sareen Advocate for the petitioner.

Received by entrustment. It be registered. On request, dasti notice to the respondent be issued for 30.03.2018.

Heard on the question of grant of ad-interim injunction.

It has been pleaded in the present petition that there is an agreement dated 20.11.2017 arrived at between both the petitioner and the respondent with respect to providing of medical services by the present petitioner to the Ex-Servicemen from Army in case any Ex-Serviceman from Army approaches the hospital of the petitioner for availing medical services. It has been further pleaded that the above said agreement dated 20.11.2017 was valid for a period of two years from the date of this execution. It has been further pleaded that as per clause 23 (d) of the aforesaid agreement dated 20.11.2017, for initiating any action under clause 23 (a) to (c) including termination of the aforesaid agreement dated 20.11.2017, a show cause notice is required to be given by the respondent to the present petitioner. It has further pleaded that the respondent has terminated the aforesaid agreement dated 20.11.2017 by issuing notice dated 22.02.2018 unilaterally without issuing a show cause notice required under clause 23 (d) of the aforesaid agreement dated 20.11.2017. It has been further pleaded that in case of any dispute between both the petitioner and respondent, such dispute is required to be referred to the Arbitrator appointed as per clause 28 of the aforesaid agreement dated 20.11.2017.

In view of the above, this court is of the considered view that the present petitioner has good prima facie case in his favour as he is relying upon the aforesaid agreement dated 20.11.2017. Furthermore, as the aforesaid agreement dated 20.11.2017 is alleged to have been terminated unilaterally by the respondent without issuance of show cause notice required to be issued as per clause 23 (d) of the aforesaid agreement dated 20.11.2017, the present petitioner will suffer irreparable loss and injury in case the ad-inteirm injunction at this stage is not granted in favour of the present petitioner. More-so, the balance of convenience also lies in favour of the present petitioner at this stage.

In view of the reasons discussed here in before, the operation

of the impugned notice dated 22.02.2018 is hereby stayed till the next date of hearing. It is hereby made clear that in case the service of dasti notice be not got effected upon the respondent before the next date of hearing, then, the interim stay granted here in before shall get vacated on the next date of hearing.

(Parminder Singh Grewal)
Addl. District & Sessions Judge,
Jalandhar. (UID No.PB0438)

Dated:21.03.2018

*Kavita

Next Date:30.03.2018

Purpose_____