

**IN THE HIGH COURT OF GUJARAT AT AHMEDABAD****SPECIAL CRIMINAL APPLICATION (QUASHING) NO. 2623 of 2016**

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DEVAL ENERGY RESOURCES PRIVATE LIMITED THRO'PRATIK ANILBHAI  
HARIA....Applicant(s)  
Versus  
STATE OF GUJARAT & 1....Respondent(s)

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Appearance:

MR ANKIT SHAH, ADVOCATE for the Applicant(s) No. 1

MS SHRUTI PATHAK, ADDL. PUBLIC PROSECUTOR for the Respondent(s)  
No. 1

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**CORAM: HONOURABLE MS JUSTICE SONIA GOKANI**

**Date : 22/04/2016**

**ORAL ORDER**

Petitioner is a private company and his carrying on business of oil and gas service and other related services. Respondent No.2 is wholly owned and incorporated by Government of India and State Government within Article 12 of the Constitution of India. The complaint being CR.No.43 of 2016 is registered with Chandkheda police station, Ahmedabad city for the offences punishable under sections 406 and 420 of the Indian Penal Code, which is under challenge in the present petition.

According to the petitioner, civil disputes are going on by and between the parties in Special Civil Application No.11233 of 2015, which has resulted into quashment of the order of termination of contract.

This Court on 10.3.2016 allowed the petition of the present petitioner by quashing the order dated 9.7.2015 by which respondent No.2 had terminated the

petitioner's contract for supply of mobile pump units on the ground that it had breached the condition of contract. The Court ordered thus:-

"16. In the result, the petition is allowed by quashing the impugned order dated 09.07.2015. We would, however, make it clear that this is only on the ground of breach of principles of natural justice and that therefore, it would be open for ONGC to proceed further in accordance with law and take a final decision on the basis of materials that may come on record. If ONGC wishes to take a fresh action against the petitioner, a show cause notice for the same would be issued latest by 15.05.2016.

17. This quashing of the order of termination of the contract would not result into automatic revival of the contract, since in the meantime, virtually the entire period of the contract is over and Counsel for the petitioner also stated that the petitioner would not press for executing the work for the remainder of the period of few weeks."

Learned advocate Mr. Shah submits that instead of issuance of show cause notice as indicated by the Court this complaint came to be lodged on 8.4.2016 for the offence, which according to the complainant, occurred on 18.6.2015. Wholly civil dispute is attempted to be given a criminal colour.

Issue notice returnable on 2.5.2016. Ms.Shruti Pathak, learned Additional Public Prosecutor waives service of notice for and on behalf of respondent-State.

Interim relief in terms of paragraph 10(c) of the petition is granted.

**(MS SONIA GOKANI, J.)**

SUDHIR