

ਪੰਜਾਬ ਵਾਟਰ ਸਪਲਾਈ ਅਤੇ ਸੀਵਰੇਜ਼ ਬੋਰਡ,  
ਪਲਾਟ ਨੰ: 1-ਬੀ, ਸੈਕਟਰ 27-ਏ, ਚੰਡੀਗੜ੍ਹ।

ਵਿਖੇ

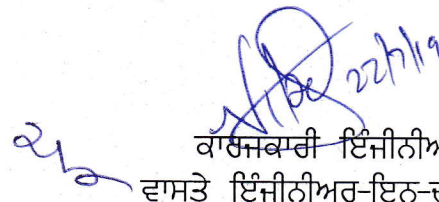
ਮੁੱਖ ਇੰਜੀਨੀਅਰ,(ਦੱਖਣ)  
ਪੰਜਾਬ ਵ/ਸ ਅਤੇ ਸੀਵਰੇਜ਼ ਬੋਰਡ ,  
ਬਠਿੰਡਾ।

ਨੰਬਰ ਪਵਸਸਬ-2019/ਵ-2/ 16594 ਮਿਤੀ 23/7/19

ਵਿਸ਼ਾ:- Legal Notice.

ਉਕਤ ਵਿਸ਼ੇ ਸਬੰਧੀ ਆਪ ਨੂੰ ਸ੍ਰੀ ਵਿਜੈ ਕੁਮਾਰ ਗੋਇਲ, ਵਕੀਲ ਮਲੋਟ ਵਲੋਂ ਪ੍ਰਾਪਤ ਲੀਗਲ ਨੋਟਿਸ ਮਿਤੀ 1.7.2019 ਦੀ ਨਕਲ ਸੂਚਨਾ ਅਤੇ ਲੋੜੀਂਦੀ ਕਾਰਵਾਈ ਹਿੱਤ ਭੇਜਦੇ ਹੋਏ ਬੇਨਤੀ ਕੀਤੀ ਜਾਂਦੀ ਹੈ ਕਿ ਵਿਸ਼ੇ ਸਬੰਧੀ ਪ੍ਰਾਪਤ ਲੀਗਲ ਨੋਟਿਸ ਵਿੱਚ ਦਰਸਾਏ ਮਾਮਲੇ ਦਾ ਜਵਾਬ ਦਫਤਰੀ ਰਿਕਾਰਡ ਮੁਤਾਬਿਕ/ਰੂਲਾਂ ਅਨੁਸਾਰ ਸਬੰਧਤ ਨੂੰ ਭੇਜਦੇ ਹੋਏ ਇਸ ਦਫਤਰ ਨੂੰ ਵੀ ਸੂਚਿਤ ਕੀਤਾ ਜਾਵੇ ਤਾਂ ਜੋ ਕੇਸ ਦੀ ਡਿਸਪੋਜ਼ਲ ਸਹੀ ਢੰਗ ਨਾਲ ਕੀਤੀ ਜਾ ਸਕੇ।

ਨੱਥੀ/- ਉਕਤ ਅਨੁਸਾਰ

  
ਕਾਰਜਕਾਰੀ ਇੰਜੀਨੀਅਰ(ਕੰਮ)  
ਵਾਸਤੇ ਇੰਜੀਨੀਅਰ-ਇਨ-ਚੀਫ  
ਕਮ ਤਕਨੀਕੀ ਸਲਾਹਕਾਰ ।  
ਪੁ

**FROM THE OFFICE OF VIJAY KUMAR GOYAL, ADVOCATE**

CHAMBER NO. 27, NEW JUDICIAL COURTS, MALOUT

(M - 98153-20905)

Dated: 01.07.2019

*It relates with PWSB*  
*12/7/19*

*EI/c*  
*12/7/19*

*12/7/19*  
*hssst*

1. The Municipal Council through its Executive Officer, Malout, Tehsil Malout, District Sri Muktsar Sahib.
2. Assistant Municipal Engineer, Municipal Council, Malout, Tehsil Malout, District Sri Muktsar Sahib.
3. Punjab Municipal Infrastructure Development Co., Punjab Municipal Bhawan, Plot No. 3, 5<sup>th</sup> Floor, Sector 35-A, Chandigarh.
4. The President, Municipal Council, Malout, Tehsil Malout, District Sri Muktsar Sahib.

**LEGAL NOTICE**

Under the instructions from and on behalf of my client The Jankalyan Co-operative L & C Society Ltd. through its president, I do hereby serve upon you the following legal notice:-

1. That my client society is doing the job of labour and construction work in the above name and has executed various works assigned to him from time to time and there has never been any complaint against the works executed by my client. In the month of February, you floated the tender for labour and construction work of laying 60 mm thick interlock paver block ISI mark on street Railway Station gate to Char Khamba Chowk, Ward No. 22, Malout. My client also filled the said tender and on 08.03.2019, the tender was duly allotted to my client. The total cost of tendered amount was Rs. 20.44 Lacs and the time limit fixed for completion of work was two months.
2. That my client commenced this work on 08.03.2019 and completed the work within stipulated time and the entries regarding the work was also done in the measurement book by the concerned J.E.
3. That my client completed the work in the month of April, 2019 and only an amount of Rs. 9.70 has been released to my client out of total amount of Rs. 21.54 Lacs incurred for the completion of work. Hence, an amount of Rs. 11.84 Lacs has not been released till date in favour of my client.

*5287*  
*12/7/19*

*12/7/19*

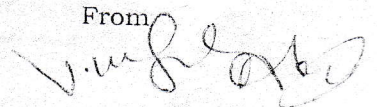


4. That my client has made a number of oral requests for releasing the balance payment but till date the same has not been released. To the knowledge of my client, appropriate funds are lying with the Municipal council for the developments of work but the payment is not made to my client and due to the reason my client has to face hardships.
5. That a number of cases filed by the contractors for the payments of the works came up for consideration before the Hon'ble High Court and the Hon'ble High Court has directed the State Govt. to release the payment of the works executed by the contractors. Despite that you are not making payments to the contractors which leads to the unnecessary litigation and harassment to the contractors.
6. That it has also been held time and again by the Hon'ble High Court that the action of the State Govt. in not making the payment to the contractors, who have executed the works allotted to them, is illegal and arbitrary. The Hon'ble High Court has also awarded interest @ 18% per annum on delayed payment of amount due to the L.M.C. Society Ltd. versus State of Punjab & ors.
7. That in view of the judgment passed by the Hon'ble High Court in the above mentioned case, my client is entitled to the amount due along with interest @ 18% per annum. You are also bound by the decision of the Hon'ble High Court. The action of the Municipal Council in not making the payment to my client is totally illegal and arbitrary.

I, therefore, call upon through this legal notice to make the payment total amounting to Rs 11.84 of the above said work along with interest @ 18% per annum to my client within a period of one week from the date of receipt of this legal notice, failing which I have got clear instructions from my client to file a writ petition in the Hon'ble High Court or suit for recovery before competent authority as advised and in such circumstances you all shall also be personally responsible for all the consequences arising thereof. Please note well.

A copy of this Notice is kept intact in my office for record for necessary action.

From

  
Vijay Kumar Goyal, Advocate

