

GAHC010037082024



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/1014/2024

NIPUL KALITA
S/O- SRI SARAT KALITA, VILL. AND P.O. SONDDHA, P.S. AND DIST.-
NALBARI, ASSAM- 781337

VERSUS

THE BODOLAND TERRITORIAL COUNCIL AND 3 ORS
REPRESENTED BY ITS PRINCIPAL SECRETARY, KOKRAJHAR, BTC,
ASSAM- 783370

2:THE ADDITIONAL CHIEF ENGINEER CUM DIRECTOR OF PUBLIC WORKS
DEPARTMENT
BTC
KOKRAJHAR
ASSAM- 783370

3:THE EXECUTIVE ENGINEER
MUSALPUR (R AND B) DIVISION
MUSALPUR
BTC
ASSAM- 781372

4:THE ASSISTANT EXECUTIVE ENGINEER
MUSALPUR (R AND B) DIVISION
MUSALPUR
BTC
ASSAM- 78137

Advocate for the Petitioner : MD S HOQUE, MS. E SIDDIQUI,MR. M DEKA

Advocate for the Respondent : SC, BTC,

**BEFORE
HONOURABLE MR. JUSTICE SANJAY KUMAR MEDHI**

ORDER

06.09.2024

Heard Shri S. Hoque, learned counsel for the petitioner, who has approached this Court with the grievance of non-payment of contractual bills.

This Court in its order dated 28.02.2024 had however observed that without availing the alternative remedy, matters of this nature are routinely filed in this Court and accordingly directions were issued to obtain instructions on the availability of an arbitration clause.

For ready reference, the aforesaid order is extracted herein below:

“Mr. S. Hoque, learned counsel for the petitioner submits that the petitioner’s contractual bills amounting to Rs.1,98,47,948/- has not been paid even though work completion certificate had been issued on 14.08.2023.

The manner in which cases are being filed routinely in this Court for non-payment of contractual bills, keeping in view of the fact that other alternative remedies are available, needs to be checked. The petitioner should inform this Court by the next date, as to whether there is any agreement executed between the petitioner and the respondent authorities, regarding any arbitration clause being present in the agreement executed by them, for adjudication of any dispute with regard any issue involving the contract in question or on the contractual bills. Further, the Limitation Act does not bar the petitioner from approaching

the Civil Court in this case.

List the matter on 01.03.2024."

Ms. R.B. Bora, learned Standing Counsel, BTC has obtain instructions and also placed the relevant tender documents as per which there exist an arbitration clause.

In view of the above and in terms of the earlier order passed by this Court, the writ petition is closed by giving liberty to the petitioner to avail the remedy as envisaged under the contract between the parties.

This Court has however made it clear that closure of the writ petition is only on the technical grounds and not on the merits of the petition.

JUDGE

Comparing Assistant