



CGHC010285792026

2026:CGHC:32524-DB

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR**WPC No. 3868 of 2026**

M/s Netram Sahu Village Sambalpur, Post Singhola, District-Rajnandgaon C.G. Through Power Of Attorney Holder Siaram Sahu, S/o Late Dilaram Sahu, Aged About 45 Years, R/o House No. 54, Riddhi Siddhi Colony, Phase 1, District-Rajnandgaon (CG)

... Petitioner**versus**

1 - State of Chhattisgarh Through Secretary, Chhattisgarh Rural Raod Development Department Mahanadi Bhawan, Atal Nagar, New Raipur (CG)

2 - Chief Engineer Chhattisgarh Rural Raod Development Agency, Civil Lines, Raipur (CG)

3 - Executive Engineer Cum Member Secretary Chhattisgarh Rural Road Development Agency, Circle Number Unit 2, Bhanupratappur, District- North Bastar, Kanker, (CG)

... Respondents

For Petitioner	:	Mr. T.K. Tiwari, Advocate
For State/Respondents	:	Mr. Praveen Das, Additional Advocate General

Hon'ble Shri Ramesh Sinha, Chief Justice
Hon'ble Shri Ravindra Kumar Agrawal, Judge

Order on Board**Per Ramesh Sinha, Chief Justice****29.07.2026**

1. Heard Mr. T.K. Tiwari, learned counsel for the petitioner as well as Mr. Praveen Das, learned Additional Advocate General, appearing for the State/ respondents.

2. The present writ petition has been filed by the petitioner seeking following reliefs :

“10.1 That, the Hon'ble court may be pleased to issue a writ of mandamus as to quash Annexure P-1 by which the tender/up gradation/renewal and maintenance of package no. CG08M33 (Total 8 Nos of Roads) Tender no. 159191 dated 16/12/2024 has been cancelled and further it was directed to recover Rs. 50,63,000/- i.e. 10% maximum amount of total work amount i.e. 506.25/- lakhs.

10.2 That, the Hon'ble court may be pleased to issue the writ of mandamus commanding Respondent no. 2 and 3 to permit the petitioner as to complete the work as per work order dated/16/12/2024)

10.3 Any other relief, which this Hon'ble Court thinks fit and proper in the favor of the petitioner may kindly be passed.”

3. Learned counsel for the petitioner vehemently argued that the respondents acted in an arbitrary manner by passing the impugned order on **06.02.2026**, whereas the spot inspection was admittedly conducted only on **25.02.2026**, i.e., after issuance of the impugned order. Thus, the action of the respondents was predetermined and not based on any contemporaneous inspection or objective assessment of the work executed by the petitioner. Learned counsel also submits that only the bituminous carpeting (damaring) work remained to be completed, for which the petitioner has repeatedly submitted representations seeking permission to complete the balance work. However, no decision has been taken on the said representations. It is,

therefore, contended that the impugned action is arbitrary, unreasonable, violative of the principles of natural justice, and liable to be quashed in exercise of the writ jurisdiction of this Court under Article 226 of the Constitution of India.

4. Per contra, learned State counsel appearing for the respondents opposed the submissions advanced on behalf of the petitioner and submitted that the impugned action has been taken strictly in accordance with the terms and conditions of the contract and after affording sufficient opportunity to the petitioner to complete the work. It is contended that despite repeated notices dated **17.04.2025, 10.06.2025, 04.08.2025, 07.10.2025, 19.01.2026 and 02.02.2026**, calling upon the petitioner to expedite and complete the work within the stipulated period, the petitioner failed to fulfil his contractual obligations. It is submitted that adequate opportunities were granted to the petitioner; however, he failed to complete the work, leaving the respondents with no option but to take action in accordance with the provisions of the contract. It is further submitted that the dispute raised by the petitioner emanates purely from the terms of the contract and the agreement executed between the parties contains a specific **arbitration clause** providing an efficacious alternative mechanism for adjudication of disputes arising out of or relating to the contract. Since the controversy involves disputed questions relating to performance of contractual obligations, delay in execution of the work, and the legality of the action taken by the respondents under the agreement, the petitioner ought to have invoked the contractual remedy of arbitration

instead of directly approaching this Court under Article 226 of the Constitution. It is, therefore, prayed that the writ petition be dismissed.

5. It is not disputed that the agreement executed between the parties contains an **arbitration clause** providing a mechanism for resolution of disputes arising out of or relating to the contract. In view of the availability of an efficacious alternative remedy under the agreement, the petitioner ought to have availed the said contractual remedy rather than invoking the writ jurisdiction of this Court for adjudication of contractual disputes.

6. It is well settled that although the existence of an alternative remedy is not an absolute bar to the exercise of writ jurisdiction, the High Court ordinarily refrains from interfering in contractual matters involving disputed questions of fact when an effective alternative remedy is available, unless exceptional circumstances are made out. In the present case, the petitioner has failed to establish any such exceptional circumstance warranting interference under Article 226 of the Constitution.

7. The contention of the petitioner regarding the timing of the spot inspection and the alleged continuation of work after passing of the impugned order are matters which can be examined by the competent forum in appropriate proceedings, including arbitration, if invoked by the petitioner. This Court, in the present proceedings, cannot undertake a detailed factual inquiry into the contractual dispute.

8. Accordingly, keeping in view the nature of the dispute, the

availability of an arbitration clause, and the existence of disputed questions of fact, this Court is not inclined to exercise its extraordinary jurisdiction under Article 226 of the Constitution of India.

9. Consequently, the writ petition stands **dismissed**. However, dismissal of the present writ petition shall not preclude the petitioner from availing the remedy available to him under the arbitration clause contained in the agreement, in accordance with law. No opinion is expressed on the merits of the respective claims of the parties, and all contentions are left open to be considered by the competent forum.

10. No order as to costs.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice