

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.222 of 2015

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Janardan Prasad Singh, son of late Kameshwar Narayan Singh, resident of
village Sheikhpura, P.S. Ghoshi, District Jehanabad

.... Petitioner

Versus

1. The State of Bihar through the Principal Secretary, Department of
Public Health and Engineering, Govt. of Bihar, Patna
2. The Chief Engineer, Public Health Engineering Department, Patna
Region, Patna
3. The Superintending Engineer, Public Health Engineering Authority,
Gaya Circle, Gaya
4. The Executive Engineer, Public Health Division, Jehanabad
5. The Circle Officer, Ghoshi, Jehanabad

.... Respondents

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Appearance :

For the Petitioner/s : Mr. Anil Kumar Singh

For the Respondent/s : Mr. Aag3-Roy Shivajee Nath

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CORAM: HONOURABLE MR. JUSTICE MIHIR KUMAR JHA
ORAL JUDGMENT

2 19-01-2015 Heard learned counsel for the parties.

Having regard to the fact that the petitioner has a grievance with regard to certain stipulations made in the inter-party agreement relating to performance of works contract as can be also found from the relevant portion of the prayer made in paragraph no.1 of the writ application which reads as follows:

“i. For commanding the respondent authorities to refund the security amount to the tune of Rs.2,50,610/- deposited in regard to execution of the agreement no. F2/10-11 for execution of Sonuwa Rural Water Pipe Line under the scheme of National Rural Drinking Water Scheme within the district of Jehanabad.

ii. Also for commanding the respondent to make payment of the expenses being incurred with regard to doing the

foundation work for laying down the said pipe lines under the scheme in question.

iii. Also for commanding the respondents to make payment of damages in occurred with regard to delay in providing the appropriate land in question for execution of the agreement in question.”

this Court is of the considered view that the petitioner instead of moving this Court ought to have gone before the Arbitral Tribunal because whether the respondents on account of not providing the land had incurred disqualification of taking any action against the petitioner or whether the petitioner was at fault in not completing the contract cannot be made subject matter of the writ application, especially when there is an arbitration clause in the agreement and/or provisions of the Arbitration Act, 2008 even otherwise makes every works contract amenable for arbitration.

That being so, when such an observation has been made learned counsel for the petitioner seeks permission to withdraw this application in order to enable the petitioner to move the Arbitral Tribunal.

This application is, accordingly, permitted to be withdrawn with the aforementioned liberty.

(Mihir Kumar Jha, J)

surendra/-

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