

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No. 842 of 2015**

Capital Transformers Private Limited, (A Private Limited Company)
having registered Office at 56-B, Dilshad Garden, GT Road,
Shahdara, Delhi- 110 095 through its Authorized signatory and
Director, Shri B.K. Goyal.

---- Petitioner

Versus

1. Chhattisgarh State Power Distribution Company Ltd., through
Managing Director, Vidyut Sewa Bhawan, 4th Floor, Dangania
Raipur (Chhattisgarh)
2. The Executive Director (S&P) Chhattisgarh State Power Distribution
Company Ltd., (A Govt. of Chhattisgarh Undertaking), Raipur
(Chhattisgarh)
3. The Chief Engineer (S&P) Chhattisgarh State Power Distribution
Company Ltd., (A Govt. of Chhattisgarh Undertaking),
(Chhattisgarh)

---- Respondents

For Petitioner : Shri Ashish Shrivastava, Advocate.

HON'BLE SHRI NAVIN SINHA, CHIEF JUSTICE &
HON'BLE SHRI P. SAM KOSHY, J.

Order On Board**Per NAVIN SINHA, C.J.****13/5/2015**

1. In this writ application, the Petitioner assails orders dated 17.12.2013 and 11.12.2014 rejecting the representations for extension of delivery time. The Petitioner consequentially seeks mandamus for extending the delivery time by six months.

2. Learned Counsel for the Petitioner submits that the Respondents have arbitrarily and illegally imposed penalty on the Petitioner for alleged wrong supply of transformers contrary to specifications. The Petitioner

strongly disputes the correctness of the same.

3. In our opinion, Article 226 of the Constitution of India is not the appropriate remedy in contractual disputes of the present nature involving disputed questions of facts. What was the specification agreed upon, what is the specification of the transformers supplied, how they did not meet requirements according to the Respondents, are all disputed questions which cannot be examined in the writ jurisdiction.

4. Learned Counsel for the Petitioner, on query made by us has very fairly stated that clause 26 of the General Conditions of the Contract contains an arbitration clause.

5. If the Petitioner invokes the arbitration clause, the Respondents are required to act in accordance with law as may be provided in the General Conditions of Contract without being prejudiced by our reluctance to entertain the writ application only on the technicalities of the limits of the jurisdiction under Article 226 of the Constitution of India. The rejection of the representations, in our opinion, will have no relevance once the Petitioner invokes the arbitration clause.

6. The writ petition stands disposed.

(Navin Sinha)
CHIEF JUSTICE

(P. Sam Koshy)
JUDGE