

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No. 2589 of 2014**

M/s Varsha Constructions Through Proprietor Kamal Chand Jain S/o Neemchand Jain
Age 55 Years, Partner Varsha Constructions, Shop No. 25-26, Second Floor,
Millennium Plaza, Banstaal P.S. City Kotwali Raipur Chhattisgarh.

---- **Petitioner****Versus**

1. State Of Chhattisgarh, Through Secretary, Public Works Department, Mahanadi Bhawan, New Raipur, Distt: Raipur Chhattisgarh.
2. Chief Engineer, Public Works Department Raipur Division, District Raipur Chhattisgarh.
3. Superintendent Engineer Public Works Department, Raipur Division, District Raipur, Chhattisgarh.
4. Executive Engineer, Public Works Department, Raipur Division, District Raipur Chhattisgarh.

---- **Respondents**

For Petitioners	: Shri J.K.Gupta, Advocate on behalf of Shri Devershi Thakur, Advocate.
For Respondents	: Shri Prafull N Bharat, Additional Advocate General.

Hon'ble The Acting Chief Justice
Hon'ble Shri Justice P. Sam Koshy

Order On Board**Per Navin Sinha, Acting Chief Justice****17/03/2015**

1. Heard Learned Counsel for the Petitioner and the Additional Advocate General on behalf of the State.
2. Learned Counsel for the Petitioner submits that the completion of the works within time schedule was delayed for reasons attributable to the Respondents

alone by alteration in the initial design etc. In the intervening period item rates and daily wage rates escalated. The Petitioner is therefore entitled for payment by revision of rates as may be mentioned in the original contract for the extra costs incurred by him. Repeated representations having evoked no response, the writ petition has been filed.

3. Learned Additional Advocate General submits that if the Petitioner is aggrieved and desires revision of rates he has adequate remedy under clauses 10C and 10CA of the contract including the remedy for arbitration under the modified clause 25(ii) of the contract. The Petitioner ought not to have rushed to the Court directly.

4. We have considered the submissions on behalf of the parties. In view of the clauses contained in the contract, to which our attention has been invited by the Additional Advocate General, the appropriate remedy for the Petitioner is to approach the arbitrator concerned under the contract if his representations were not being paid heed to. In view of the remedy available to him under the contract, we are not persuaded to entertain the writ application.

5. The writ petition is therefore disposed with liberty to the Petitioner to approach the designated arbitrator under the contract, who it is expected shall act in accordance with law. Nothing prevents the Respondents from considering the representations of the Petitioner in the meantime.

Sd/-
ACTING CHIEF JUSTICE

Sd/-
JUDGE