

IN THE HIGH COURT OF KERALA AT ERNAKULAM

PRESENT:

THE HONOURABLE MR. JUSTICE ANIL K.NARENDRAN

TUESDAY, THE 11TH DAY OF AUGUST 2015/20TH SRAVANA, 1937

WP(C) .No. 34417 of 2014 (B)

PETITIONER(S) :

GODREJ & BOYCE MFG. CO. LTD.
CORPORATE OFFICE AT PIRJOSHA NAGAR, VIKHROLI
MUMBAI-79 WITH ITS PLACE OF BUSINESS AT 2ND FLOOR,
ANGELS ARCADE, COCHIN UNIVERSITY P.O., SOUTH
KALAMASSERY, COCHIN-22
REPRESENTED BY ITS POWER OF ATTORNEY HOLDER
BRANCH COMMERCIAL MANAGER MR.J.JAYARAM.

BY ADVS.SRI.JOMY GEORGE
SRI.SEBASTIAN THOMAS

RESPONDENT(S) :

-
1. M/S. BEML LIMITED
'BEML SOUDHA', NO.23/1, 4TH MAIN
S.R.NAGAR, BANGALORE-560027.
 2. CHAIRMAN AND MANAGING DIRECTOR
M/S.BEML LIMITED, 'BEML SOUDHA', NO.23/1
4TH MAIN, S.R.NAGAR, BANGALORE-560027.

BY ADV. SRI.SUNIL NAIR PALAKKAT
SRI.K.N.ABHILASH

THIS WRIT PETITION (CIVIL) HAVING COME UP FOR
ADMISSION ON 11-08-2015, THE COURT ON THE SAME DAY
DELIVERED THE FOLLOWING:

ANIL K.NARENDRA , J.

W.P. (C) NO. 34417 OF 2014

Dated this the 11th day of August, 2015

JUDGMENT

The petitioner has filed this writ petition seeking a writ of mandamus commanding the respondents to take immediate decision on Exts.P3 and P4 representations and to settle its accounts and to pay the balance amount immediately with interest at the rate of 18% per annum for delayed payment.

2. Going by the averments in the writ petition, the petitioner has executed Exts.P1 and P2 agreements with the first respondent for undertaking the interior works for its manufacturing unit of Kanjikode in Palakkad District. After execution of the work, payments are pending. It is aggrieved by the same, the petitioner has approached this Court by filing this writ petition seeking various reliefs.

3. In the counter affidavit filed on behalf of the respondents it is pointed out that, in view of the arbitration clause in Ext.P2 agreement, the writ petition filed before this court invoking the extra-ordinary jurisdiction under Article 226 of the Constitution of India is not maintainable.

4. Today, when the case was taken up for further consideration, in view of the arbitration clause in the agreement, the learned counsel for the petitioner requested that, the petitioner may be permitted to withdraw this writ petition without prejudice to his right to invoke the arbitration clause in the agreement. In such circumstances, recording the aforesaid submission made by the learned counsel for the petitioner, this Writ Petition is dismissed as withdrawn, reserving the right of the petitioner as aforesaid.

**ANIL.K.NARENDRA
JUDGE**

sks/