

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 14.08.2015

CORAM

THE HON'BLE Mr. JUSTICE M.M.SUNDRESH

W.P.No.25215 of 2015

&

M.P.No.1 of 2015

J.Lakshmi

...Petitioner

v.

1 Union of India
Represented by its General Manager,
Southern Railway
Park Town, Chennai-3.

2 Divisional Railway Manager,
Southern Railway,
Commercial Branch,
Park Town Chennai-3.

...Respondents

Petition filed under Article 226 of The Constitution of India praying to issue a writ of mandamus directing the respondents herein to return the amount of Rs.22,34,007.16, which was illegally and arbitrarily collected as licence fee from the Petitioner for running the cycle stand at Chetpet Railway Station during the period 1.6.2012 to 31.5.2015.

For Petitioner : M/s.G.Vijay Anand Asso.

For Respondents : Mr.P.T.Ramkumar - for R1 & R2

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ORDER

The petitioner is a contractor. Seeking return of the amount of Rs.22,34,007.16, the petitioner made a request. As the same has not been considered, the present writ petition has been filed.

2. When the matter is taken up for hearing, Mr.P.T.Ramkumar, learned counsel appearing for the respondents submitted that clause 37 of the agreement speaks about the existence of the Arbitration clause. The learned counsel further submitted that considering the similar issue, in C.R.P.(PD)No.2678 of 2013, this court, by order dated 24.07.2014, passed an order to resolve the dispute in Arbitration.

3. Clause 37 of the agreement is extracted hereunder:

"37. If any dispute, difference or question shall arise between the Railway Administration and the Licensee as to the respective rights, duties and obligations of the parties hereto or as to the constructions or interpretation of any of the terms and conditions of the Agreement as to its applications (except the decision whereof it herein expressly provided for) then the same shall be referred to the Chief Commercial Manager of the Southern Railway Administration whose decision will be final."

4. As the respondents are disputing the prayer sought for, this court is of the view that the same will have to be necessarily decided by the Arbitrator. Accordingly, the Chief Commercial Manager of the Southern Railway Administration is directed to initiate arbitral proceedings with respect to the payment of Rs.22,34,007.16 to the petitioner. The petitioner is directed to file an application before the Arbitrator in this regard.

The writ petition is disposed of with the above observations. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-

Assistant Registrar (CS-III)

//True Copy//

Sub Assistant Registrar

Rj

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To

1 The General Manager,
Union of India,
Southern Railway
Park Town, Chennai-3.

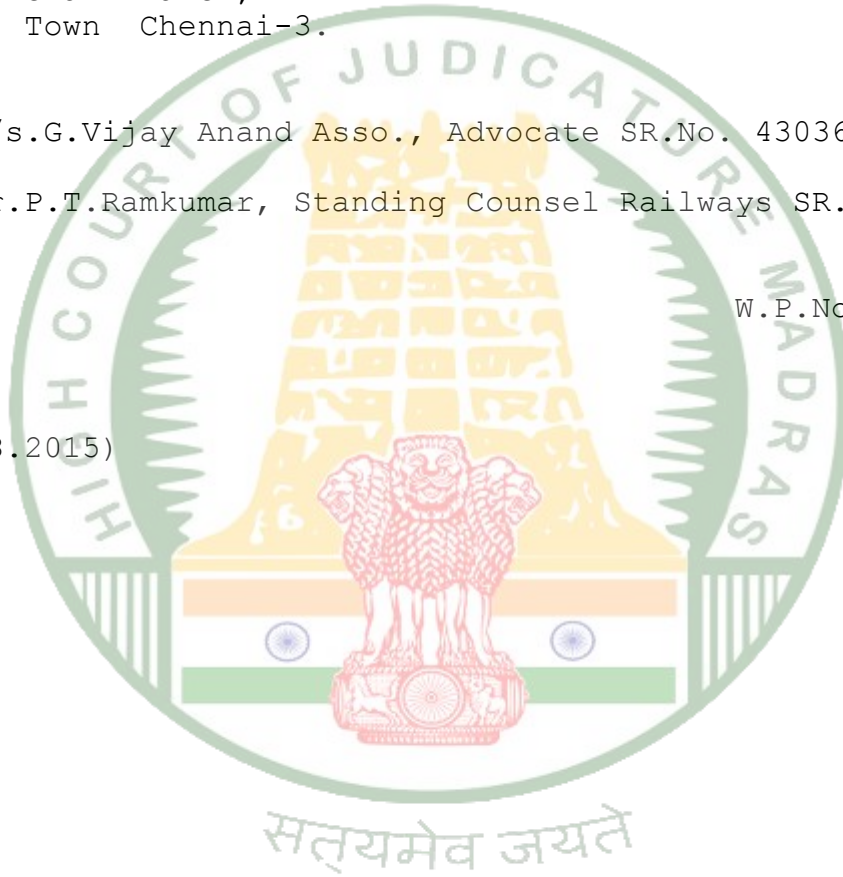
2 The Divisional Railway Manager,
Southern Railway,
Commercial Branch,
Park Town Chennai-3.

1 CC to M/s.G.Vijay Anand Asso., Advocate SR.No. 43036

1 CC to Mr.P.T.Ramkumar, Standing Counsel Railways SR.No. 43028

W.P.No.25215 of 2015 &
M.P.No.1 of 2015

RSK (CO)
PSI (28.08.2015)



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