

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CWP No.24940 of 2015 (O&M)
Decided on : 07.12.2015**

M/s UBI Tech Pvt. Ltd.

... Petitioner

Versus

Punjab State Power Corporation Ltd. & others

... Respondents

CORAM : HON'BLE MR.JUSTICE G.S. SANDHAWALIA

Present : Mr.Sandeep Wadhawan, Advocate, for the petitioner.

G.S. Sandhawalia , J. (Oral)

CM-15884-2015

Application for exemption from filing certified/original as well as typed copies of Annexures P28 to P30, is allowed.

CM-15885-2015

Application for placing on record photocopies/true typed copies of Annexures P28 to P30, is allowed. Same are taken on record. Office to tag the same at appropriate place.

Main case

The petitioner seeks a direction for setting aside the letter of termination dated 06.07.2015 (Annexure P23) whereby the respondent-Corporation has cancelled the work order-cum-contract agreement No.4/ASR dated 08.07.2011. The contract agreement was for the supply of existing single/three phase energy meters outside consumer premises in the meter boxes or in the pillar boxes under the city area Amritsar area. Vide the said letter, penalty for delay and the EMD/Security deposit was to be forfeited

on account of damages for delay over and above the penalty. The work was to be got completed from other outsourcing agency at the risk and responsibility of the petitioner and the difference of cost was to be made chargeable on their account. The suspension of business for a period of 3 years is also one of the terms of the impugned order.

It is not disputed that the petitioner has already filed a petition under Section 9 of the Arbitration & Conciliation Act, 1996 (Annexure P24), before the District Judge, Amritsar, wherein the said order is subject matter of challenge. The relief clause reads as under:

“It is therefore prayed that the present petition may kindly be allowed by way of granting interim measure staying the operation of the impugned order dated 06.07.2015 of terminating the contract with immediate effect while stopping the work for three years and further stay the forfeiting of the security amount of the petitioner and further for releasing the amount of the executed work granted interim measure thereby restraining the respondents themselves from stopping and suspending the operation of shifting of existing of single/three phase energy meters out side the consumer premises in the meter boxes or in the pillar boxes in the city Area Amritsar and further do not allow the work to some other agency till adjudication of the matter by arbitrator in the shape of award in the light of existence of arbitration clause 3:20 in contract agreement dated 13.07.2011 executed and enter upon between the petitioner and respondents corporation

without adopting due process of law. The petitioner be granted any other relief to which the petitioner is found entitled under law and equity.”

It is further not disputed that the written reply to the said petition along with the reply to the application for interim measures has been filed by the respondent-Corporation and the case is fixed for 08.12.2015, i.e., tomorrow.

Apart from that, the petitioner had also filed a arbitration case No.197 of 2015, in which an Arbitrator has been appointed by Hon'ble the Chief Justice on 04.12.2015, in view of the agreement containing any arbitration clause.

In such circumstances, it is apparent that the petitioner has also chosen his remedy regarding the impugned letter dated 06.07.2015 and the pleadings are complete before the District Judge, Amritsar. Therefore, at this stage, it would not be appropriate to open up another forum of litigation on the same cause of action.

Accordingly, the present writ petition is disposed of with a direction to the District Judge, Amritsar to decide the issue before him expeditiously and preferably within a period of 4 weeks from the receipt of a certified copy of this order.

DECEMBER 07, 2015
sailesh

(G.S. SANDHAWALIA)
JUDGE