

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

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Letters Patent Appeal No.2102 of 2014 (O&M)

Date of Decision: January 28, 2015

M/s P.R. Gram Udyog Samiti Kakkarwal

...Appellant

Versus

State of Punjab and others

...Respondents

**CORAM: HON'BLE MR. JUSTICE S.J. VAZIFDAR, ACTING CHIEF JUSTICE
HON'BLE MR. JUSTICE AUGUSTINE GEORGE MASIH**

Present: Mr. Aman Bansal, Advocate
for the appellant.

Mr. Vinod S. Bhardwaj, Additional Advocate General, Punjab,
for respondents No.1 to 4.

Mr. S.S. Brar, Advocate
for respondent No.5.

S.J. VAZIFDAR, ACTING CHIEF JUSTICE (ORAL)

The appellant has challenged the respondents' refusal to provide him paddy for milling pursuant to and in accordance with Custom Milling Policy for the year 2014-15. The learned Judge dismissed the petition on the ground that the petitioner has an alternate remedy of invoking the arbitration proceedings as contended by the respondents themselves.

We do not suggest that the petition under Article 226 is not maintainable in view of an arbitration clause. However, in the facts of this case, the petitioner ought to be relegated to arbitration or to any other appropriate proceeding. There are disputed questions including as to the nature and effect of a lease entered into between the petitioner and his brother, who has been declared to be a defaulter himself and against whom arbitration proceedings are pending for the recovery of money. The issue, as

to whether the petitioner's brother is himself a defaulter or not, is also disputed. A further issue arises as to whether petitioner can be held liable for the alleged defaults of his brother. It is not possible in this petition to decide these questions. In any case, in view of the respondents having expressly agreed to appoint the Arbitrator by tomorrow, we see no reason to interfere in this petition.

The appeal is, therefore, dismissed with the clarification that the merits and the contentions between the parties have not been decided. It will be open to the appellant to file appropriate proceedings including invoking the arbitration clause. It is reiterated that according to the respondents the disputes, which have been raised in this writ petition and in connection with the said agreement, fall within the ambit of the arbitration clause.

(S. J. VAZIFDAR)
ACTING CHIEF JUSTICE

January 28, 2015
Puneet

(AUGUSTINE GEORGE MASIH)
JUDGE