

HON'BLE SRI JUSTICE S.V.BHATT

W.P. No.22032 OF 2016

ORDER:

Heard Mr.B.Vijaysen Reddy for petitioner and Mr.S.Ravi for 2nd respondent. No representation for 1st respondent.

The petitioner prays for Mandamus declaring the action of 2nd respondent in not following the dispute resolution protocol in terms of Clause 20 of the Agreement dated 22.03.2006, as illegal, arbitrary and the notice dated 08.06.2016 issued by 2nd respondent is liable to be set aside.

Keeping in view the disposal of writ petition, with the consent of parties, the pleadings of both the parties are not adverted to or any view is expressed on merits.

Clause 20 of agreement dated 22.03.2006 reads thus:

“20.Dispute Resolution

20.1. Negotiations:

The Parties will attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to this Agreement or the performance of the Agreement (a “Dispute”) through negotiations between a senior authorized representative of each of the Parties with authority to settle the relevant Dispute. If the Dispute has not been settled through negotiation within 14 days from the date on which either Party has served written notice on the other of the Dispute (the “Notice”) then the remaining provisions of this Section 20 shall apply.”

Counsel appearing for petitioner firstly by relying upon letters dated 21.04.2015 and 26.05.2015 tried to persuade this Court that the petitioner, in fact, has set in motion the redressal remedy

available under Clause 20 of the subject agreement, but there is no response from 2nd respondent. With the assistance of the counsel, the respective letters are perused.

Having regard to the totality of circumstances and to exhibit the sincerity of the petitioner firstly to work out the remedies within the four corners of subject agreement, counsel for petitioner makes a statement that the petitioner may be given liberty to represent the 2nd respondent for resolution of all the disputes between the parties within one week from today and the 2nd respondent, if objectively considers the representation, the grievances are substantially redressed.

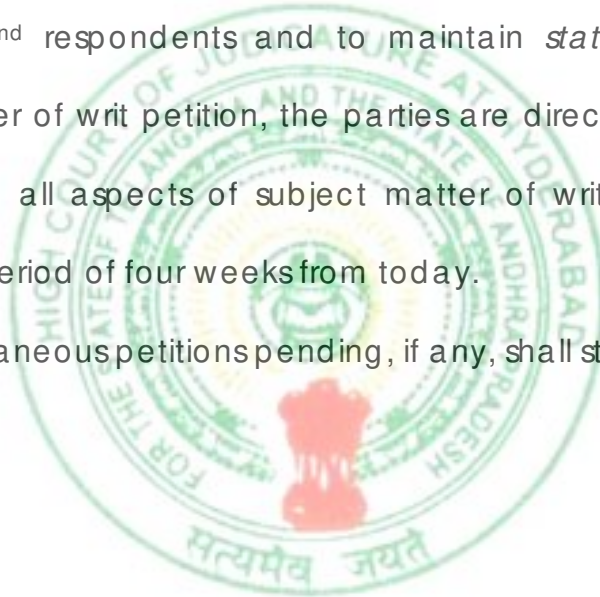
Mr.S.Ravi, on instructions, submits that so far as the 2nd respondent is concerned, 2nd respondent is always willing to consider the request made within terms and clauses binding between the parties. Therefore, if a representation is made by petitioner to 2nd respondent, the 2nd respondent will, within three months, take a decision from the date of receipt of such representation.

The statement is recorded. The counsel for petitioner by placing on record letter dated 26.07.2016 submits that the petitioner has already requested the 1st respondent for providing opportunity before the Committee constituted under G.O.Ms.No.1061 dated 16.05.2016 for redressal of grievances and no reply is received from the 1st respondent on such request.

As liberty to independently move the Committee is always available, the petitioner can send a comprehensive representation expressing its intention to resolve the disputes keeping in mind the objections raised by the Housing Board. As and when such request is made, it is expected that appropriate decision will be taken by the Committee. With the above observations and by granting liberty as prayed for, the writ petition is disposed of. No order as to costs.

Having regard to the liberty granted by this Court to represent to 1st and 2nd respondents and to maintain *status quo* vis-à-vis subject matter of writ petition, the parties are directed to maintain *status quo* in all aspects of subject matter of writ petition as on today for a period of four weeks from today.

Miscellaneous petitions pending, if any, shall stand closed.



S.V.BHATT,J

Date:20.09.2016
Sp