

THE HONOURABLE SRI JUSTICE M.S.RAMACHANDRA RAO

WP.No.26981 of 2015

ORDER :

The grievance of petitioner in this Writ Petition is that certain amounts payable to petitioner have been withheld by respondent towards services rendered by it in connection with providing hardware installation services, implementation of software and support services for EMS, etc., entrusted to petitioner under an agreement dt.14.08.2012 for five years.

2. The counsel for petitioner submitted that invoices have been submitted to respondent but only part of the payment has been released by respondent in connection with the dues under the above agreement, and the respondent be directed to expedite the process of payment of the undisputed amount leaving the parties to invoke the Arbitration Clause in Clause 3.15 of the above agreement as regards the disputed amount.

3. The learned Standing Counsel for respondent has placed before me the following statement :

STATEMENT OF ACCOUNT

Total Amount Raised by Infoplus through Invoices 1 to 46	Total amount paid b y University to Infoplus (A)	Total amount paid by University towards TDS to Income Tax Dept. (B)	Total Paid A & B	Disputed Amount
Rs.45,87,53,969.00	Rs.30,51,68,860.00	Rs.65,73,527.00	Rs.31,17,42,387.00	Rs.14,70,11,582.00

Amount Raised through Invoice No.47 which is under Process :

Invoice No.47	Invoice Date : 10.11.2015	Amount Raised Rs.7,90,75,590.52
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4. The learned Standing Counsel for respondent states that the disputed amount of Rs.14,70,11,582.00 has to be adjudged by the arbitrator; and that out of the amount of Rs.7,90,75,590.52 raised under Invoice No.47 dt.10.11.2015 by petitioner, which invoice is under process, only such amount will be paid which the respondent

would consider as payable to petitioner and that the balance amount out of this figure would also have to be adjudicated by arbitrator.

5. The counsel for petitioner seeks a direction to respondent to quickly process the Invoice No.47 dt.10.11.2015 for further payment and also seeks liberty to invoke the Arbitration Clause for recovery of the disputed amount.

6. In view of the above submissions, the petitioner is given liberty to raise a dispute before the arbitrator for which provision is made in the above agreement for recovery of disputed amount including the amount under Invoice No.47 dt.10.11.2015 which the respondent is not agreeable to pay to petitioner. The respondent is directed to process the said Invoice No.47 dt.10.11.2015, and release the amounts which it intends to release to the petitioner as early as possible, but within five (05) weeks from the date of receipt of a copy of the order.

7. It is open to parties to terminate the above agreement, if they so choose, but any such termination will be subject to rights and obligations provided in the above agreement.

8. Accordingly, the Writ Petition is disposed of with the above directions. No order as to costs.

9. As a sequel, miscellaneous petitions pending if any in this Writ Petition, shall stand closed.

JUSTICE M.S.RAMACHANDRA RAO

Date: 11-02-2016

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