

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

CWP No. 11383 of 2013 (O&M)

Date of decision : 8.1.2016

Ravi Tandon

.... Petitioner

VS

Union of India and others

... Respondents

Coram: Hon'ble Mr. Justice Rajesh Bindal

Present: Mr. Mansur Ali, Advocate, for the petitioner.

Mr. Aman Arora, Advocate, for respondent nos. 2 to 6.

Rajesh Bindal, J.

The petitioner has filed the present petition seeking a direction to the respondents to release payment of ₹ 11,61,869.36 along with interest.

Learned counsel for the petitioner submitted that the petitioner being an authorised contractor working with the respondents had been engaged for the civil work and installation of hoardings from time to time. For various jobs completed by the petitioner, the payments were being made, however, wrongly payment of ₹ 11,61,869.36 was withheld stating the reason that there was some dues in earlier completed contracts for which the payments had already been made and even the security had been released.

The respondents without filing any reply to the petition on merits filed application under Section 8 of the Arbitration and Conciliation Act, 1996 stating that there being an arbitration clause in the agreement signed between the parties, the parties are required to be relegated to the arbitration proceedings. Along with the application, photo copy of the agreement was placed on record to which the petitioner objected to. Thereafter, the respondents placed on record certified copy of the agreement duly signed between the parties. It contains an arbitration clause.

Learned counsel for the petitioner sought to dispute this fact that earlier job envisaged in the agreement had already been completed. The issue cannot be raised at this stage and the matter cannot be referred to the arbitrator.

However, I do not find any merit in the contentions raised by learned counsel for the petitioner. It is the dispute regarding payment arising out of a contract between the parties. There is an arbitration clause in the agreement. In terms thereof, the parties deserve to be relegated to that remedy. Hence, the present petition is disposed of relegating the parties to the arbitrator, in terms of the agreement between the parties.

The petition stands disposed of.

8.1.2016
vs

(Rajesh Bindal)
Judge