

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

CWP No. 12316 of 2016

Date of decision: 08.12.2016

M/s R.Y. Enterprises and another

... Petitioners

versus

State of Punjab and others

.... Respondents

**CORAM:HON'BLE MR. JUSTICE AJAY KUMAR MITTAL
HON'BLE MR. JUSTICE RAMENDRA JAIN**

Present: Ms. Jyoti Sareen, Advocate for the petitioners.
Mr. Rajender Goyal, Addl. Advocate General Punjab.
Mr. A.K. Khunger, Advocate for respondent Nos. 4 & 5.

AJAY KUMAR MITTAL, J. (ORAL)

The petitioners have approached this Court under Articles 226/227 of Constitution of India for quashing order dated 31.05.2016 (Annexure P-22) issued by the Executive Officer, Municipal Council Kapurthala vide which the contract in favour of petitioner No.1 firm has been cancelled in a wholly arbitrary manner and is in violation of the terms and conditions of the advertisement and the applicable bye-laws on part of respondent Nos. 4 & 5. Further prayer has been made for issuance of writ in the nature of mandamus directing the respondent Nos. 4 & 5 to provide basic infrastructure, installed unipoles in accordance with clause 29 of the terms and conditions of the advertisement or in the alternative direction may be issued to the respondents to provide earmarked sites to the petitioner No.1 firm to get the unipoles installed on its own expenditure.

2. Upon notice of motion having been issued, reply on behalf of respondent Nos. 4 & 5 has been filed controverting the factual matrix contained in the writ petition. It has been claimed that in terms of Clause 25 & 31(Annexure P1) in case of any dispute arising on account of disagreement over interpretation of any term used in the agreement the same shall be referred to by either of the parties for decision to the

Deputy Director, Local Government, Jalandhar who shall be the Arbitrator. It has also been provided in Clause 31 that all disputes shall be decided by the Regional Deputy Director and appeal shall lie to the Director, Local Government, Punjab, Chandigarh. Clauses 25 and 31 reads as under:

“25. That in case of any disagreement or dispute over the interpretation of any term used in this agreement, on the reference by the either party, the decision interpretation so given/made by the Executive Officer, Municipal Council, Kapurthala. Deputy Director, Local Government Jalandhar shall be the Arbitrator and its decision shall be final and binding.”

31. All disputes shall be decided by the Regional Deputy Director, Local Government, Jalandhar and appeal shall lie with Director, Local Government, Punjab Chandigarh.”

3. After hearing learned counsel for the parties and perusing the record, the petition is disposed of by relegating the petitioners to avail the remedies as contained in Clause 31 above by approaching the Regional Deputy Director, Local Government concerned. It is observed that in case, the petitioner approaches him then he shall proceed in the matter in accordance with law.

(AJAY KUMAR MITTAL)
JUSTICE

08.12.2016
kv

(RAMENDRA JAIN)
JUDGE

Whether speaking/non-speaking: Yes/No

Whether reportable : Yes/No