

IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH

CWP No.22026 of 2016

Date of Decision:- 22.10.2016.

The Jandriya Mohalla Co-operative Labour and Construction Society Lt.

.....Petitioner

Versus

State of Punjab and others

.....Respondents

CORAM: HON'BLE MR. JUSTICE P.B. BAJANTHRI

Present: Mr. Amit Jain, Advocate for
Mr. D.S. Kahlon, Advocate for the petitioner.

P.B. BAJANTHRI, J. (Oral)

In the instant writ petition, the petitioner has sought for a writ of mandamus directing respondent Nos.2 to 5 to release the balance amount of ₹ 2,19,734/- towards full and final payments of the work done by the petitioner-Society along with interest @ 12% per annum. The petitioner-Society entered into an agreement between the respondents for execution of rural water supply scheme for Village Mirzapur, Block Pathankot, District Pathankot. The grievance of the petitioner-Society is that the respondents have not settled the full and final payments towards execution of work. Since the petitioner-Society has entered into a contract, condition stipulated in the contract is binding on both the petitioner-Society as well as respondents. For the purpose of execution of contract, the petitioner-Society is required to abide by the conditions stipulated in the agreement. If

execution of the contract, the matter is required to be decided by the arbitration or in the absence of such conditions, remedy lies for the petitioner-Society is to file suit for specific performance. In view of these facts and circumstances, writ petition is not maintainable.

Writ petition stands dismissed reserving liberty to the petitioner-Society to seek alternative remedy in accordance with agreement entered into between the parties.

(P.B. BAJANTHRI)
JUDGE

October 22, 2016.
sandeep sethi

Whether speaking/reasoned:-

Yes / No

Whether Reportable:-

Yes / No.