

In the High Court of Punjab and Haryana at Chandigarh.

CWP No. 8985 of 2016
Decided on 09.5.2016

M/s. Super Publicity Pvt. Ltd.

--Petitioner

Vs.

State of Haryana and others

--Respondents

CORAM: HON'BLE MR.JUSTICE RAKESH KUMAR JAIN

Present: Mr. D.D.Bansal, Advocate, for the petitioner

Rakesh Kumar Jain,J: (Oral)

This petition is filed in order to challenge the communication No. 6908 (Annexure P-13) dated 06.4.2016 by which the petitioner has been directed to deposit a sum of ₹19,31,625/- (₹1658125 against rent and ₹2,73,500/- against penalty) for the advertisement hoardings. The petitioner has also prayed for a further direction to the respondents to charge 50% of the license fee w.e.f. 01.09.2014 to 31.05.2016 under the contract as already mutually and amicably decided between the parties as the petitioner was only allowed to display advertisements on 8 hoardings having 1600

square feet area and 6 substantial hoardings having 3600 square feet area were removed by the respondents out of 14 hoardings having 5200 square feet area allocated to the petitioner in Panchkula.

The parties to the lis entered into an agreement on 01.06.2013 for a period of three years i.e. from 01.6.2013 to 31.5.2016 for the purpose of using the space inside Bus Stand at Panchkula for installation of the hoardings for the purpose of advertisement. Six hoardings were to face the outside whereas the other hoardings were to face inside the bus stand.

Learned counsel for the petitioner has submitted that an undertaking was also given by the petitioner on 17.4.2015 and thereafter communications were exchanged between the parties because of removal of six hoardings which were fixed facing outside the Bus Stand which were removed by the order of this Court and the respondents were restrained from charging the rent because the petitioner could not use the space allotted to it .

After hearing learned counsel for the petitioner and examining the record, this Court came to the conclusion that there is an arbitration clause in the agreement between the parties which reads thus:-

“In case of any dispute arising from the objections raised by the General Manager, Haryana Roadways to the display of advertisement, it would be referred to the Director General, State Transport, Haryana, whose decision shall be final and binding on the contractor as well as the General Manager, Haryana Roadways. All disputes and differences arising out of or any way touching /concerning this contract, whatsoever, shall be referred to the sole arbitration of the Secretary to Government of Haryana, Transport Department, acting as such at the time of reference. There will be no objection to such appointment that the arbitrator so appointed is a Govt. Officer”.

Thus, the petitioner can raise all the pleas taken in the present

petition before the Arbitrator and may make a prayer for interim order under Section 9 of the Arbitration and Conciliation Act, 1996. Hence, this petition is not maintainable as the petitioner has the effective and efficacious remedy before the Arbitrator.

Disposed of.

09.5.2016
rr

(Rakesh Kumar Jain)
Judge