

IN THE HIGH COURT OF JUDICATURE AT PATNA
Letters Patent Appeal No.788 of 2016

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M/s Sri Ram Enterprises

.... Appellant/s

Versus

The Union of India & Ors

.... Respondent/s

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Appearance :

For the Appellant/s : Mr. Gautam Kumar Kejriwal

For the Respondent/s : Mr.

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CORAM: HONOURABLE THE CHIEF JUSTICE

and

HONOURABLE MR. JUSTICE ANIL KUMAR

UPADHYAY

ORAL ORDER

(Per: HONOURABLE THE CHIEF JUSTICE)

8 19-07-2017

Having heard learned counsel for the parties at length, we find that dissolution of the dispute in the execution of agreement in question, the parties may take recourse to clause 63-64 of the agreement for a decision by the arbitrator.

In the instant matter the factual dispute is with regard to termination of contract due to non supply of materials in time whereas contention of the claimant is that he could not supply materials due to non-availability of wagon.

The learned writ court instead of referring the matter for arbitration, has acted in a manner which is beyond jurisdiction of writ court under Article 226 of the Constitution of India. Accordingly, we allow this appeal in part and quash the order of learned writ court, granting liberty to the petitioner/appellant



herein to take recourse to the remedy of seeing dissolution of dispute under the arbitration clauses of the agreement. The observation made by the learned writ court with regard to breach of contract, if any shall not consider by the arbitrator in case the matter is referred to him.

(Rajendra Menon, CJ)

(Anil Kumar Upadhyay, J)

Ravi/-

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