NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR

WPC No. 1982 of 2015

Anupam Raj Barde S/o Late Shri M. J. Barde, Aged About 56 Years Director, Society For Education And Compu- Information Technology (S E C Tech), R/o Michel Tower, Flat No. 401, Raipur Road, Jarhabhata, P.S. Civil Line, Bilaspur (Chhattisgarh)

---- Petitioner

Versus

1. State Of Chhattisgarh Through Its Secretary, Department Of Panchayat & Rural Development, Mahanadi, Mantralaya, P.S. Rakhi, New Raipur, (Chhattisgarh)
2. Union Of India, Through Section Officer (B R G F), Ministry Of Panchayat Raj, Govt. Of India, Jeevan Prakash, L.I.C. Building, 11th Floor, K.G. Marg, Kanat Place, New Delhi- 110001
3. Director, Panchayat Department, Office Of Directoratre, Indravati Bhavan, II Floor, P.S. Rakhi, New Raipur, (Chhattisgarh)
4. Collector, Office Of The Collectorate, Distt. Sarguja, (Chhattisgarh)
5. Chief Executive Officer, Office Of Zila Panchayat, District Surguja, (Chhattisgarh)

---- Respondents

For Petitioner	:	Shri Abhishek Pandey, Advocate
For Respondents 1, 3 & 4	:	Shri Ashutosh Pandey, Panel Lawyer
For Respondent No.5	:	Smt. Prabha Sharma, Advocate under instructions from Shri R.S. Baghel, Advocate

---

S.B. Hon'ble Shri Justice Manindra Mohan Shrivastava

Order On Board

20/04/2017

Heard.

1. The petitioner by this petition has sought direction towards payment of the balance amount towards various works executed by the petitioner in the matter of preparation of District Perspective Plans and Annual Plans under Backward Regions Grant Fund (BRGF), Department of Panchayat, being the controlling Department.

2. Learned counsel for the petitioner submits that the petitioner and respondents had entered into an agreement under which various works were to be executed by the petitioner. According to the petitioner, the petitioner carried out the work as per the terms and conditions of agreement but, for no good reason, the respondents are withholding full payment of the petitioner and except payment of Rs.4,00,000/- towards the work done in the year 2012-13, no other payments have been made towards work completed by the petitioner for subsequent years up to 2017. According to the petitioner, the total amount payable to the petitioner by the respondent is Rs.22,50,000/-. It is argued that respondents are State under Article 12 of the Constitution of India and withholding of the amount due and payable to the petitioner towards the work executed by him, without any justification, amounts to an arbitrary action.

3. On the other hand, learned counsel for the State, referring to the averments made in the return, submits that there is a serious dispute with regard to the work done by the petitioner. A show cause notice was also issued to him for cancellation of MOU. It is submitted by learned counsel for the State that the petitioner has not properly worked as per the MOU, as he has not prepared project report, did not give proper technical guidance towards preparation of project report and other connected works.

4. After hearing learned counsel for the parties, it appears that there is serious dispute with regard to nature and extent of work entrusted to the petitioner under the agreement. The dispute appears to be in connection with payment to be made to the petitioner for alleged work.

5. The parties did not dispute and it is also clearly reflected from the agreement (MOU) executed between them that there exists an arbitration clause, which is reproduced hereinbelow:

> **"Arbitration**: Any dispute arising out of or in connection with AGREEMENT or any conflict of interpretation of this AGREEMENT shall be amicably and mutually resolved by both the parties to this AGREEMENT."

6. Therefore, in the above circumstances and looking to the nature of dispute between the parties which involves enquiry into the factual matters, even if

respondent happened to be State, it would be only proper that the petitioner invokes arbitration clause and seek adjudication of the claim through Arbitrator.

7. The petition is accordingly dismissed with liberty to the petitioner to invoke arbitration clause for adjudication of dispute and claim.

Sd/-
(Manindra Mohan Shrivastava)
Judge

Praveen