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HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No. 2881 of 2017**

- M/s Varsha Constructions Through Proprietor Vineet Jain, S/o Kamal Chand Jain, A/o 28 Years, Partner, Varsha Constructions, Ship No. 25-26, Second Floor, Millennium Plaza, Banstaal, P.S. City Kotwali, Raipur, Chhattisgarh

---- Petitioner**Versus**

1. State of Chhattisgarh Through Secretary, Public Works Department, Mahanadi Bhavan, New Raipur, Dist. Raipur, Chhattisgarh
2. Chief Engineer, Public Works Department, Rajnandgaon Division, District Raipur, Chhattisgarh
3. Superintendent Engineer, Public Works Department, Rajnandgaon Division, District Raipur, Chhattisgarh
4. Executive Engineer, Public Works Department, Rajnandgaon Division, District Raipur, Chhattisgarh

---- Respondents

For Petitioner : Shri Anumeh Shrivastava, Advocate

For State /Respondents : Shri Prafull N. Bharat, Additional Advocate General

Hon'ble Thottathil B. Radhakrishnan, Chief Justice**Hon'ble Shri Justice Sharad Kumar Gupta****Order on Board****Per Thottathil B. Radhakrishnan, Chief Justice****20.11.2017**

1. We have heard the learned Counsel for the Petitioner and the learned Additional Advocate General quite in *extensio* on the issue as to whether this writ petition under Article 226 of the Constitution of India is to be admitted in the facts and circumstances of the case.

2. According to the Petitioner he had completed a particular contract awarded to him by the Government. It was for the construction of a Hockey Stadium. His plea appears to be that he is entitled to payment of amounts at such revised rates as were permitted by the Government. This is a matter in dispute as the learned Additional Advocate General rightly points out that there is no contract or document as between the parties specifically on the issue of revision of rates. This would necessarily take us to the plea of the Petitioner that there is a question of promissory estoppel for consideration, also on the basis of documents. The questions therefore, would include different aspects of the contract between the parties and whether any remedy is available to the Petitioner either on the basis of agreed rates or applying the principles of quantum meruit. We say this particularly because the Petitioner has the plea that for the work which has been completed, the Government had acceded to revision of rates and his demand for payment of such amounts had not been acceded to by the officials. The petitioner's pleadings are not relatable to issues which could be decided on the basis of affidavits and documents, having regard to the stand taken by the Respondents as reflected through the documents already on record in this writ petition.

3. It is worthwhile to notice here that there is an arbitration clause in the contract between the parties. The Petitioner appears to be apprehensive as to whether the arbitration clause could be invoked. Having regard to the trail of the Petitioner's pursuits by making representations to the officials at different levels, we think that it will be premature for us to state anything on that because if the arbitrability of a dispute is demonstrated and the arbitral procedure can be resorted to, it would be a matter within the domain of the appropriate statutory authority under the Arbitration and Conciliation Act, 1996 to consider all such issues, including the question of appointment of arbitrator etc. We would not therefore speak anything on that matter in this writ petition.

4. All that apart, the Petitioner challenges the decisions of years 2014 and 2015 through this writ petition instituted in October, 2017. It would be too late for writ Court to entertain the plea.

5. For the aforesaid reasons, we refuse to entertain this writ petition and dismiss it on the ground that efficacious alternate remedies are available and that the questions of facts and law arising for decision cannot be effectively determined in writ jurisdiction.

6. In the result, this writ petition is dismissed without expressing on the merits of the claims of the petitioner.

Sd/-

(Thottathil B. Radhakrishnan)
Chief Justice

Sd/-

(Sharad Kumar Gupta)
Judge