

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No. 3249 of 2017**

M/s Mohan Poddar Engineers & Builders, A Partnership Firm Duly Registered Under The Relevant Provisions Of The Partnership Act, 1936 Having Its Office At A/ 406 Crystal Arcade, Shankar Nagar, Raipur Chhattisgarh And Acting In The Premises Through Its Power Of Attorney Holder Shri Ankit Kedia, Son Of Late Ashok Kedia Aged About 31 Years, Resident Of Shastri Chowk Ward No. 8 Akalatara, District Janjgir Champa Chhattisgarh Civil & Revenue District Janjgir Champa Chhattisgarh

---- Petitioner

Versus

1. State Of Chhattisgarh Through The Secretary Department Of Public Works Mahanadi Bhawan Mantralaya Naya Raipur District Raipur Chhattisgarh
2. The Chief Engineer, Public Works Department Raipur Chhattisgarh
3. The Executive Engineer Public Works Department Division No. 3 Raipur
4. The Secretary, Cultural Department Mahanadi Bhawan Mantralaya Naya Raipur District Raipur Chhattisgarh
5. H D F C Bank Through Its Branch Manager, Sunder Nagar Branch Raipur

---- Respondents

For Petitioner	: Shri Vivek Chopda, Advocate.
For Respondent/State	: Shri UNS Deo, Government Advocate.

Hon'ble Shri Thottathil B. Radhakrishnan, Chief Justice
Hon'ble Shri Sanjay Agrawal, Judge.

Order on Board**Per Thottathil B. Radhakrishnan, Chief Justice****06/12/2017**

1. We have heard the learned counsel for the Petitioner and the learned Government Advocate.
2. Through this writ petition instituted on 28.11.2017, the Petitioner challenges the termination of a contract and proposal for invocation of bank guarantee. The

impugned decisions are issued on 27.5.2017 and 11.10.2017. The proposed invocation of bank guarantee and other consequential action are dependent on the proposal to terminate the contract which relates back to 27.5.2017.

3. Notwithstanding the plea of the Petitioner that he was eligible for a pre-decisional hearing, the fact of the matter remains that in terms of Clause 28 of the contract between the parties, there is an arbitration clause which enable a three-tier system of grievances redressal. The contractor can move the Superintending Engineer and if the decision of the Superintending Engineer is adverse to him or if the Superintending Engineer does not decide on the matter within the time stated in that clause, the contractor can move the Chief Engineer. If that officer also does not act within the time prescribed in that clause or if the contractor is aggrieved by the decision of the Chief Engineer, there is provision for filing petition for resolving the dispute through arbitration in the Arbitral Tribunal. This obviously means that the Petitioner can invoke the provisions of the Arbitration and Conciliation Act, 1996 for efficacious and effective redressal of the grievances. He can also seek such remedy as is to be available in accordance with law as provided for in that statute for interim relief or measure, if so advised.
4. With the aforesaid view of the matter, we hold that the Petitioner has adequate and efficacious alternate remedy for redressal of grievances and the writ petition cannot be decided solely on any ground referable to infraction of constitutional or statutory provisions, affecting the impugned action of the Respondents. We therefore refuse to entertain this matter in writ jurisdiction, leaving open all the contentions of the Petitioner to be raised in appropriate jurisdiction.
5. In the result, this writ petition is dismissed.

Sd/-

(Thottathil B. Radhakrishnan)
CHIEF JUSTICE

Sd/-

(Sanjay Agrawal)
JUDGE