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HIGH COURT OF CHHATTISGARH, BILASPUR

WPC No. 3249 of 2016

- M/s Sun Infrastructure, A Partnership Firm Having Its Registered Office At Flat No 204, Sai Sharan, Sai Mangalam, Vyapar Vihar Bilaspur Through Its Partner Namely Saurav Agrawal, S/o Balmukund Jajodiya And About 27 Years, R/o Flat No 204, Sai Sharan, Sai Mangalam Vyapar Vihar, Police Station Tarbahar, Bilaspur, District Bilaspur Chhattisgarh

---- Petitioner

Versus

1. State Of Chhattisgarh Through Its Secretary, Urban Administration and Development Department, Mahanadi Bhawan, Mantralaya, Capital Complex New Raipur, District Raipur Chhattisgarh
2. Municipal Council Mungeli, Through Its Chief Executive Officer, Municipal Council Mungeli, District Mungeli Chhattisgarh
3. Chief Municipal Officer, Municipal Council Mungeli, District Mungeli Chhattisgarh
4. Director, Urban Administration And Development Department Indrawati Bhawan, New Raipur, District Raipur Chhattisgarh

---- Respondent

For Petitioner	Mr. Manoj Paranjpe, Advocate
For Respondent /State	Mr. Ramakant Mishra, Dy. AG

Hon'ble Shri Justice Prashant Kumar Mishra

Order On Board

4/1/2017

1. Heard.
2. The petitioner was allotted contract for construction of Mungeli Nandghat Marg (C.C. Road), Gaurav Path, by the Municipal Council, Mungeli. On account of some dispute, the contract has

been terminated and thereafter, the petitioner has invoked clause 28 of the Agreement containing arbitration clause.

3. Earlier a writ petition was preferred, which was dismissed with liberty to the petitioner to pursue his remedies in accordance with law.
4. In the present writ petition, the petitioner would pray for a direction to the respondents to decide the dispute raised by him in terms of clause 28.
5. For the fact that clause 28 itself is an arbitration clause, any direction for deciding the dispute cannot be given under writ jurisdiction.
6. If the internal mechanism has been provided for deciding the dispute, but the Municipal Council has failed to take any decision, the petitioner can treat it as exhaustion of internal mechanism and straightway maintain a petition before the Arbitration Tribunal, as provided under clause 28 itself.
7. Therefore, the writ petition is disposed of with liberty to the petitioner to move appropriate application before the jurisdictional Arbitration Tribunal or for appointment of Arbitrator, as the case may be.
8. The writ petition stands accordingly disposed of.

Sd/-

Judge

(Prashant Kumar Mishra)

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