

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 10.11.2017

CORAM

THE HONOURABLE MR.JUSTICE K. RAVICHANDRABAABU

W.P.No.28789 of 2017

and

W.M.P.No.30967 of 2017

S.Ravi

... Petitioner

vs.

1. The General Manager,
Southern railways,
Park Town,
Chennai.

2. Senior Divisional Commercial Manager/I,
Chennai Division, Southern Railways,
Office of the Divisional Railway Manager,
Commercial branch, Park Town,
Chennai -3.

... Respondents

PRAYER:

Writ Petition filed under Article 226 of Constitution of India, to issue a Writ of Certiorarified Mandamus to call for the records pertaining to the order passed by the 2nd respondent in No.M/C.300/Cycles/AB dated 01.11.2017 and quash the same and consequently direct the respondents to allow the petitioner to run the cycle & Scooter parking stand at Ambur Railway Station, Vellore District till the end contract period on 24.03.2018.

For Petitioner : Mr.R.Sunil Kumar

For Respondents : Mr.P.T.Ramkumar,

Standing Counsel.

ORDER

The petitioner is aggrieved against the order of the second respondent dated 01.11.2017 calling upon the petitioner to pay a sum of Rs.6,02,518/- towards the pending dues along with 18% GST of Rs.1,08,454/- before 10.11.2017, failing which, the petitioner was informed that the contract will be terminated as per Clause No.9 of the agreement without further notice.

2. Mr.P.T.Ramkumar, learned Standing Counsel takes notice for the respondents and submitted that there is an arbitration clause in the agreement entered into between the parties,

namely, Clause No.26 and therefore, the petitioner can raise the dispute by way of an arbitration. 3. Learned counsel for the petitioner submitted that though there is an arbitration clause, the petitioner is given time only till today, to make the payment by issuing the impugned order on 01.11.2017 and therefore, his interest should be protected till he approaches the Arbitrator. Learned counsel also invited this Court's attention that interest of the respondents are well protected by way of security deposit already made by the petitioner to the tune of Rs.5,88,775/- by way of Bank guarantee valid upto 03.01.2019.

4. Considering the above stated facts and circumstances and the existence of the arbitration clause in the agreement entered into between the parties, it is for the petitioner to agitate the matter before the Arbitrator by invoking Clause 26 of the agreement. The petitioner is given two weeks time to initiate such proceedings. The petitioner is also entitled to seek any interim relief in the arbitration proceedings. Till the petitioner initiate the arbitration proceedings within the time stipulated by this Court in this order, the respondents are directed to defer further proceedings.

5. With the above observation, the writ petition is disposed of. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-
Asst.Registrar (CS VIII)

/true copy/

Sub Asst. Registrar

To

1. The General Manager,
Southern railways,
Park Town,
Chennai.
2. Senior Divisional Commercial Manager/I,
Chennai Division, Southern Railways,
Office of the Divisional Railway Manager,
Commercial branch, Park Town,
Chennai -3.

+ 1 cc to Mr.R.Sunil Kumar Advocate,SR.79715
+ 1 cc to M/s.P.T.Ramkumar Advocate,SR.80045

W.P.No.28789 of 2017

NR 13/11/2017