



BEFORE THE MADURAI BENCH OF MADRAS HIGH COURT

DATED : 03.03.2017

CORAM:

THE HONOURABLE MR.JUSTICE K.RAVICHANDRABAABU

W.P. (MD) No.3782 of 2017

and

W.M.P. (MD) No.3001 of 2017

M/s.G K Ads
rep.by G.Senthilkumar
S/o.Gopal
Of 4, Dhanya
Vasudhara Enclave
T.P.K.Road, Madurai-625 003

... Petitioner

-vs-

1.Airports Authority of India
rep.by Executive Director (Commercial)
Rajiv Gandhi Bhavan, New Delhi-110 003

2.The Regional Executive Director
Southern Region, Airports Authority of India
Chennai Airport, Chennai-600 027

3.The Airport Director
Airports Authority of India
Madurai Airport, Madurai-625 003

... Respondents

PRAYER: Writ Petition is filed under Article 226 of the Constitution of India for issuance of writ of certiorari directing the respondents to call for the records of the AAI letter in Ref AAI/MDU/C-6/1131-37, dated 17.02.2017, by the third respondent and quash the same as illegal.

For Petitioner : Mr.R.Balamuruganantham

O R D E R

The prayer in this writ petition is for issuance of a writ of certiorari to quash the impugned order, dated 17.02.2017, in Ref AAI/MDU/C-6/1131-37, whereby and whereunder the third respondent informed the petitioner that the Competent Authority has decided to invoke the Clause 1(a) of the Agreement, dated 29.10.2015, and to give a notice period of sixty days commencing from 14.02.2017 for terminating the contract entered into between them without



assigning any reason.

2. Heard the learned counsel for the petitioner and perused the materials produced.

3. On perusal, it is seen that the petitioner and the third respondent have entered into an Agreement, dated 29.10.2015, with regard to issuance of license for trolley retrieval, maintenance-cum-advertisement. Clause-29 of the said Agreement deals with arbitration with regard to the disputes and differences arising out of or in any way touching or concerning with the agreement. It reads as under:

"29. All disputes and differences arising out of or in any way touching or concerning this Agreement (except those the decision whereof is otherwise herein before expressly provided for or to which the Public Premises (Eviction of Unauthorized Occupants) Act and the rules framed thereunder which are now enforced or which may hereafter come into force are applicable), shall, in the first instance, be referred to a Dispute Resolution Committee (DRC) setup at the airports, for which a written application should be obtained from the party and the points clearly spelt out. In case the dispute is not resolved within 45 days of reference, then the case shall be referred to the sole arbitration of a person to be appointed by the Chairman/member of the Authority. The award of the arbitrator so appointed shall be final and binding on the parties. The Arbitration & Conciliation Act, 1996 shall be applicable. Once the arbitration clause has been invoked, the DRC process will cease to be operative."

4. A perusal of the said Agreement, more particularly, Clause-29 would clearly show that the petitioner has to approach the District Resolution Committee at the first instance with regard to the dispute between him and the Authority and in case the dispute is not resolved within a period of 45 days before the District Resolution Committee, then he has to seek for referring the matter for arbitration. But, without resorting to such procedure, the petitioner has approached this Court by filing this writ petition.

5. It is a well settled that filing of writ petition or even a suit is not maintainable when arbitration clause exists in the Agreement entered into between the parties. Therefore, this Court is of the considered view that the writ petition is not maintainable and the same is liable to be dismissed.

<https://hcservices.courts.gov.in/hcservices/> 6. In the result, the writ petition fails and it is dismissed as not maintainable. However, it is open to the petitioner to



agitate the matter before the Authority concerned as provided under Clause-29 of the Agreement, dated 29.10.2015. No costs. Consequently, connected miscellaneous petition is closed.

Sd/-

Assistant Registrar(C)

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/True Copy/

Sub Assistant Registrar

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To:

- 1.The Executive Director (Commercial),
Airports Authority of India,
Rajiv Gandhi Bhavan, New Delhi-110 003.
- 2.The Regional Executive Director,
Southern Region,
Airports Authority of India,
Chennai Airport, Chennai-600 027.
- 3.The Airport Director,
Airports Authority of India,
Madurai Airport, Madurai-625 003.

+1cc to Mr.R.Balamuruganantham, Advocate Sr.No. 12721

JAM/20.03.17 /BS/ 3p-5c

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