

203

IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH

CWP-12510-2017

Date of decision : 08.08.2017

Jasdev Singh

... Petitioner(s)

Versus

Chandigarh Industrial and Tourism Development
Corporation Ltd. and others

... Respondent(s)

**CORAM: HON'BLE MR. JUSTICE AJAY KUMAR MITTAL
HON'BLE MR. JUSTICE AMIT RAWAL**

Present: Mr. C.S. Bakshi, Advocate
for the petitioner.

Ms. Madhu Dayal, Advocate
for the respondents.

AJAY KUMAR MITTAL, J. (ORAL)

The petitioner has approached this Court *inter alia* with the
following prayer:-

"Civil Writ Petition under Article 226/227 of the Constitution of India for issuance of a writ in the nature of mandamus, certiorari and quo warranto for setting aside the order dated 14.10.2016 (Annexure P-10) vide which in a completely arbitrary and capricious manner, the petitioner has been debarred for future tendering in the respondent Corporation for upto 3 years and his security has been forfeited and the contract of the petitioner has been cancelled with immediate effect in complete contravention to the terms and conditions of the contract (Annexure P-2);

Issuance of a writ for setting aside the office order dated 23.11.2016 (Annexure P-11), whereby pursuant to the cancellation of the contract for supply of tentage and allied items on hire of the petitioner, without any fresh tender, the work has been allotted to the respondent No.4 in a completely illegal manner and;

For issuance of directions to the respondent No.1 to 3 to permit the petitioner to carry out the work in consonance with the letter of extension dated 16.02.2016 (Annexure P-3) as no fresh tender/contract has been executed till date and for other reliefs as prayed hereunder."

2. Learned counsel for the respondents submitted that in the agreement dated 09.02.2015 (Annexure P-2), there is Clause No.16, whereby in case of any dispute, it shall be referred for arbitration to the Managing Director, CITCO, or any other person appointed by him/her. For the sake of brevity, Clause No.16 reads thus :-

"In the event of dispute, subject to the jurisdiction of Chandigarh only, the same shall be referred for arbitration to the Managing Director, CITCO, or any other person appointed by him/her. The award of the arbitrator shall be final and binding on both the parties."

3. In view of above, learned counsel for the petitioner says that he may be allowed to withdraw the present writ petition with liberty to the petitioner to take recourse to the remedies in accordance with law by seeking a reference for arbitration to the Managing Director, CITCO or any other person appointed by him/her.

- 4. Learned counsel for the respondents has no objection.
- 5. Dismissed as withdrawn. However, it shall be open to the petitioner to take recourse to the remedies as may be available to him, in accordance with law.

(AJAY KUMAR MITTAL)
JUDGE

08.08.2017
Yogesh Sharma

(AMIT RAWAL)
JUDGE

Whether speaking/reasoned Yes

Whether Reportable No