

Sr. No.105

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

**CWP No. 25674 of 2016(O&M)
Date of decision:24.01.2017**

Himanshu Sharma

.....Petitioner

versus

Pepsu Road Transport Corporation and others

.....Respondents

Coram: Hon'ble Mr.Justice Rakesh Kumar Jain

**Present: Mr. Samir Rathaur, Advocate
for the petitioner.**

Rakesh Kumar Jain, J.(Oral)

The Pepsu Road Transport Corporation(for short, 'the Corporation') availed the services of the out sourcing agency, namely, S.S.Service Provider for the man power required by the Corporation and an agreement, in this regard, was entered into between the parties on 30.08.2011 which was extended from time to time. The services of the petitioner were provided to the Corporation by respondent No. 3(service provider) and the petitioner was appointed on contract basis on 30.08.2011. Vide order dated 11.06.2015, the Corporation returned the services of the petitioner to the service provider. The petitioner has claimed that the matter should have been referred to the arbitration in view of clause 40 of the agreement and since it was not referred, therefore, the present petition has been filed.

After hearing learned counsel for the petitioner and examination of record, it is found that in the agreement dated 30.08.2011, it is specifically provided that “the personnel manning the post of Legal

Advisor shall be provided initially for a period of 12 months by the 2nd party in the first instance and the period can be extended further with a mutual consent of the parties. However, the first party reserves the right to send back any person at any time and the 2nd party will provide suitable replacement immediately.”

Thus, there is no question of any dispute between the parties for the purpose of reference to the arbitration because the service of the petitioner was contractual, subject to the satisfaction of the Corporation. The Corporation returned the services of the petitioner to the service provider. The Corporation also had the right to ask for replacement but it does not give any cause of action to the petitioner to make a prayer for referring the matter to the arbitration. Thus, the prayer made in this petition is totally misconceived and hence, the present petition is hereby dismissed.

24th January, 2017

Shivani Kaushik

**[Rakesh Kumar Jain]
Judge**