

HIGH COURT OF CHHATTISGARH, BILASPUR

WA No. 61 of 2018

- M/s Ranglani Construction Company A Firm Having Its Office At C - 18, Sector - 1, Devendra Nagar, Raipur, Police Station Devendra Nagar, District Raipur Chhattisgarh. Through Its Proprietor Ashok Ranglani S/o Late Shri S.D.Ranglani, Aged About 54 Years, R/o C - 18, Sector - 1, Devendra Nagar, Raipur, Police Station Devendra Nagar, District Raipur Chhattisgarh

---- Appellant

Versus

1. State of Chhattisgarh through the Secretary, Public Works Department, Mantralaya, Mahanadi Bhawan, Raipur Chhattisgarh
2. The Engineer In Chief Public Work Department, Raipur Chhattisgarh.,
3. The Superintending Engineer, Public Works Department, Circle No. 2, Raipur Chhattisgarh
4. The Executive Engineer, Public Works Department (B/r), Division Mahasamund, District Mahasamund Chhattisgarh
5. The Sub Division Officer, P.W.D. (B/r), Sub Division Saraipali, District Mahasamund Chhattisgarh
6. The Sub Engineer, Public Works Department (B/r), Saraipali, District Mahasamund Chhattisgarh

---- Respondents

For Appellant	: Shri RR Soni, Advocate
For State	: Shri PN Bharat, Additional Advocate General

Hon'ble Shri Thottathil B. Radhakrishnan, Chief Justice

Hon'ble Shri Justice Sharad Kumar Gupta

Judgment on Board

Per Thottathil B. Radhakrishnan, Chief Justice

02.02.2018

1) This Writ Appeal is against a judgment of the learned Single Judge refusing to interfere with a demand made on behalf the State Government that the Writ Petitioner, who is admittedly a contractor, is liable to repay certain amounts.

2) We have heard the learned counsel for the appellant and the learned Additional Advocate General.

3) The learned Single Judge has left it to the petitioner to make appropriate representation and have the issue sorted out before the 4th respondent. But, in the meanwhile, the 3rd respondent- the Superintending Engineer PWD, who is the higher authority had given an opportunity of hearing. The petitioner was heard and Annexure A/3 decision has been taken. That being so, the petitioner has necessarily to seek remedies against the proposal for recovery, if he chooses to do so. We are told by the learned Additional Advocate General that there is an arbitration clause in the agreement between the parties. Even otherwise, issues relating to the instant contract as noted above are not justiciable in writ jurisdiction.

4) In the result, this Writ Appeal is dismissed without prejudice to any other remedies that may be available to the petitioner, in accordance with law, in appropriate jurisdiction.

Sd/-
(Thottathil B. Radhakrishnan)
Chief Justice

Sd/-
(Sharad Kumar Gupta)
Judge