

HIGH COURT OF CHHATTISGARH, BILASPUR

WPC No. 1063 of 2018

1. RP Projects Private Limited, a company registered under Companies Act & Rep. by its Authorized Signatory - Shri Suresh Kumar, 45 Years, S/o Shri PNB Naidu, Having Its Current Address At Plot No.1009, 'Katurniwas' Srinagar Colony Hyderabad, 500073, Telengana

---- Petitioner

Versus

1. State Of Chhattisgarh through Secretary, Public Works Department, Mahanadi Bhawan, New Raipur, Chhattisgarh
2. The Chief Engineer, Public Works Department, Bastar Division, Jagdalpur, Chhattisgarh
3. The Superintendent Engineer, Public Works Department, Bastar Division, Jagdalpur, Chhattisgarh
4. The Executive Engineer, Public Works Department (B&R) Sukma Division, District Sukma, Chhattisgarh

---- Respondents

For Petitioner	Shri Sharad Mishra and Shri Prasoon Agrawal, Advocates
For Respondent/State	Shri A. S. Kachhawaha, Addl. Adv. General

Hon'ble Shri Justice Prashant Kumar Mishra

Hon'ble Shri Justice Ram Prasanna Sharma

Order On Board

By

Prashant Kumar Mishra, J.

14/05/2018

1. The petitioner would call in question the orders dated 24.03.2018 and 06.03.2018 passed by the respondents terminating the agreement for construction and widening of 2 lane Injerum-Bhejji Road (1 to 4 Km) at District Sukma along with improvements in bridge and culverts.

2. We have heard learned counsel appearing for the parties.
3. Bare reading of the subject communications dated 06.03.2018 and 24.03.2018, it is apparent that the respondents have found that the petitioner has committed fundamental breach of contract (Clause 38) and sub-clause 2 & (ii), (a), (C), (d), (e) of Clause 3 of the Contract Agreement, which has compelled the respondents to terminate the contract in accordance with Clause 3 (i) read with Clause 2, 3 and Clause 38 of the Contract Agreement. By second communication dated 24.03.2018, the petitioner has been directed not to continue any construction work as its contract has been terminated on 06.03.2018.
4. Clause 28 of the subject agreement provides for arbitration, therefore, the petitioner has the remedy of raising an arbitration dispute in terms of the said clause. The respondents having clearly alleged breach of contract by the petitioner and there being an arbitration clause in the agreement, the writ petition is not maintainable.
5. In the result, the writ petition is dismissed with liberty to the petitioner to work out its remedy in terms of the contract agreement.

Sd/-

Sd/-

Judge

Prashant Kumar Mishra

Judge

Ram Prasanna Sharma

Gowri