

THE HON'BLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION No.35080 OF 2018

DATED :24.10.2018

Between :

Dola Chandra Rao,
S/o.late Chinnavadu, Aged about 51 yrs,
R/o.Jonnaivalasa Village, Mandal Amadalavalasa,
Srikakulam District, A.P.

..
Petitioner

And

The Commissioner of Civil Supplies,
Velagapudi, Amaravathi, Guntur District,
A.P. & others.

..
Respondents



This court made the following :

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ORDER :

Heard learned counsel for the petitioner, learned Government Pleader for Civil Supplies and learned Standing Counsel for Respondents 2 to 4.

2. Petitioner was granted transport contract by the Civil Supplies Corporation. The contract is governed by the agreement signed on 27.11.2014.

3. According to the petitioner, he has been undertaking transportation of paddy regularly. But he is not paid the outstanding amounts due, as a consequent to the compliance of the terms of contract on his part, compelling him to invoke the jurisdiction of this Court.

4. According to learned counsel for the petitioner, petitioner made representation on 09.03.2017 requesting to release the amount and as the amount was not released, he earlier filed W.P.No.19275 of 2017. This Court disposed of the writ petition by order dated 16.06.2017 directing the respondents therein to consider the representation of petitioner. Alleging inaction on the said direction also, this writ petition is filed praying to grant the same relief as sought for in the earlier writ petition.

5. However, on going through the terms of contract entered into by the petitioner with the respondent-Corporation, it is seen that Clause (25) of the terms of contract provides for Arbitration for resolution of disputes. Admittedly, petitioner has not availed the remedy of Arbitration as provided in Clause (25).

6. As held by the Hon'ble Supreme Court in **Joshi Technologies Internations Inc. Vs Union of India**¹, whenever the mode of settlement of dispute is provided by the terms of contract, the aggrieved person must avail the remedy provided therein and ordinarily writ petition cannot be entertained under Article 226 of the Constitution of India.

7. As the grievance of the petitioner is not releasing the outstanding amount due to him by the party to the contract, even though, according to petitioner, he has fulfilled the terms of contract and undertaken the job of transportation of paddy, petitioner has to avail the remedy provided by the terms of contract before availing any other remedy.

8. Thus, granting liberty to the petitioner to avail appropriate remedy as per the terms of contract, the Writ Petition is dismissed. Pending miscellaneous petitions shall stand closed.

24th October, 2018
Rds

P.NAVEEN RAO,J

¹ 2015 (7) SCC 728