

HONOURABLE SRI JUSTICE P.NAVEEN RAO

WRIT PETITION NO.38590 OF 2018

Date: 26.10.2018

Between:

M/s. Govindayatra.Com, Plot No.G1, Sai Charan Towers,
Opp: Panchayat Raj Executive Engineer Office,
M.C.R. Colony, Tirupati, Chittoor district, rep.by its
Managing Director N.Babaiah Swamy Naidu,
s/o. N.V.Ramana, Aged about 40 years, r/o. Tirupati,
Chittoor district.

.....Petitioner

and

The Andhra Pradesh Tourism Development Corporation
(APTDC) Limited, Door No.55-17-2 to 4, 5th Floor,
Stalin Corporate, Near C.G.O. Complex, Industrial Estate,
Auto Nagar, Vijayawada, Krishna district, rep.by its
Managing Director.

.....Respondent



The Court made the following:

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ORDER:

The respondent-Corporation entered into arrangement with the Tirumla Tirupathi Devasthan where under it undertakes to provide Seegra darshan facility to the pilgrims visiting Tirumala. To undertake this arrangement effectively, the respondent-Corporation entered into an agreement with petitioner to provide Back End Services to the respondent-Corporation. Petitioner now alleges that respondent-Corporation blocked the accessibility of petitioner to the Website of respondent-Corporation, causing lot of hardship and suffering and the same is illegal.

2. The work assigned to the petitioner to provide Back End Services to the respondent-Corporation is governed by the “agreement for four packages under joint partnership mode” dated 20.08.2018. What is alleged in the writ petition is amounting to violation of terms of the said agreement by one contracting party affecting the right of other contracting party in carrying on its work in terms of the agreement.

3. On going through the terms of agreement, it is seen that clause-6 of the agreement provides for arbitration. It reads as under:

“6. Arbitration

In the event of any dispute or difference arising out of any provisions of the Agreement shall be referred to the arbitration of a sole arbitrator as mutually agreed under the Arbitration and Conciliation Act, 1996. The venue of the Arbitration shall be Vijayawada or such

other place where the Head Office of APTDC is situated.”

4. Bare reading of this clause make its clear that on any dispute or difference arising out of any of the clauses of the agreement the aggrieved party should refer the dispute for resolution by means of arbitration. When effective and efficacious mechanism is created by the agreement, without availing said remedy, petitioner cannot directly invoke jurisdiction of this Court under Article 226 of the Constitution of India. As held by the Supreme Court in **Joshi Technologies International Inc. v. Union of India and others**¹, ‘whenever a particular mode of settlement of dispute is provided in the contract, the High Court would refuse to exercise its discretion under Article 226 of the Constitution of India and relegate the party to the said mode of settlement, particularly when settlement of disputes is to be resorted to through the means of arbitration’ (paragraph 69.2).

5. In view of the same, Writ Petition is dismissed granting liberty to petitioner to avail appropriate remedy as available in law including availment of remedy of arbitration as per Clause-6 extracted above. Pending miscellaneous petitions shall stand closed.

JUSTICE P.NAVEEN RAO

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¹ (2015) 7 SCC 728

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