

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

**CWP No. 14966 of 2018**  
**Date of decision: 01.06.2018**

M/s. Chiranji Lal

....Petitioner(s)

Versus

UOI and others

...Respondent(s)

**CORAM: HON'BLE MR. JUSTICE G.S.SANDHAWALIA**

Present: Mr. S.S. Sodhi, Advocate,  
for Mr. Kamal Singh, Advocate,  
for the petitioner.

**G.S.SANDHAWALIA, J. (Oral)**

The prayer in the present writ petition is for appointment of an Arbitrator to resolve the issue between the petitioner-firm and the respondents as per the agreement inter se parties. Further prayer is made to quash the letter dated 15.02.2018 (Annexure P-15) whereby the contract has been cancelled. The same was for balance work of construction of two suites of Officers Rest House at Nangal Dam.

Counsel for the petitioner could not point out any representation on record as to the request made for appointment of the Arbitrator on the basis of which directions can be issued to the respondents. It is settled principle that a writ of mandamus would lie where the authorities fail to take action. The respondents having not been approached, this Court cannot be approached at the first instance without the respondents having failed to act upon any request made.

The order whereby the contract has also been cancelled as such does not blacklist the petitioner in any manner for further contract but only

debars him from participating in the same tender for completion of the contract for which there can be no grouse.

In such circumstances, no case is made out to interfere. It is always open to the petitioner to approach the respondents firstly for the necessary relief, as claimed.

Accordingly, the writ petition stands dismissed.

01.06.2018  
shivani

(G.S. SANDHAWALIA)  
JUDGE

Whether reasoned/speaking

Yes/No

Whether reportable

Yes/No

