

HIGH COURT OF CHHATTISGARH, BILASPUR

WPC No. 957 of 2015

- M/s Agrawal Sons Proprietor Smt. Pushpa Agrawal, Through Power Of Attorney Holder Mukesh Agrawal Son Of Late Phool Chand Agrawal, Aged 60 Years , Resident Of 11, Dixit Enclave, Narmada Road, Jabalpur Madhya Pradesh, Madhya Pradesh

---- Petitioner

Versus

1. Cement Corporation Of India Limited, Akaltara Cement Factory, District Janjgir Champa Pin Code No. 495549, Chhattisgarh
2. Head Of Department MM, Cement Corporation Of India Limited, Akaltara Cement Factory, District Janjgir Champa Chhattisgarh
3. The Chairman/ Managing Director, Cement Corporation Of India Limited, CGO Complex, Core- 7, Lodhi Road, New Delhi
4. The Tahsildar, Akaltara, District Janjgir Champa Chhattisgarh
5. State of Chhattisgarh, Through The Secretary, Revenue Department, Mantralaya, New Raipur, Raipur Chhattisgarh

---- Respondents

For Petitioner	: Shri HB Agrawal, Senior Advocate with Smt Prabha Sharma, Advocate
For respective Respondents	: Shri Vinod Deshmukh, Advocate, Shri Faiz Kazi, Panel Lawyer

**Hon'ble Shri Prashant Kumar Mishra, Actg CJ &
Hon'ble Shri Justice Parth Prateem Sahu**

Order on Board by Prashant Kumar Mishra, Actg CJ.

28.03.2019

- 1) The respondent-Corporation terminated petitioner's work order AKT/MM/Treecutting/WO/2006/497 dated 25/30.11.2006 on petitioner's failure to comply the terms and conditions of the work order. The said termination of contract was challenged before this Court in WPC-295 of

2010 which was dismissed by a Division Bench on 07.05.2012 holding that the petitioner has a remedy to approach the Arbitrator as mentioned in Clause 8.1 of the contract for adjudication of his dispute. The petitioner thereafter moved before the Arbitrator, who passed the award on 29.10.2014 vide Annexure P/4 holding that he has not complied with the terms and conditions of the work order awarded to him and did not obtain the required permission for cutting of trees from the State Authorities which was the basic responsibility entrusted upon him as per Clause 8 of the work order and due to this reason he could not complete the work within time allowed under the work order. It was also held by the Arbitrator that the respondent-Corporation was within its rights for not granting permission for cutting and lifting of trees after the contract period was over. The sole Arbitrator allowed relief only to the extent of refund of money deposited by the claimant after adjustment of Rs.11,029/- for the wood removed by them from the premises of the respondent. It is also clear from the award that amongst other claims, the petitioner had also claimed before the Arbitrator that he may be allowed to cut trees as per the work order.

2) Admittedly, petitioner has not moved any application under Section 34 of the Arbitration and Conciliation Act, 1996 challenging the award passed by the sole Arbitrator. Therefore, the said award has attained its finality. After the award, the respondent issued fresh tender for cutting off the remaining trees, which is the subject matter of challenge in this Writ Petition.

3) Once the termination of petitioner's contract has been found justified by the Arbitrator, the petitioner cannot withhold the work of fresh tender.

4) At this stage, learned counsel would submit that the petitioner is entitled for compensation. However, once again, we reject the said contention for the same reason that once the Arbitrator has decided the claim raised by the petitioner, no other claim arising out of the same contract can be allowed to be agitated before any other forum including the writ court.

5) There is no substance in this petition. Therefore, it fails and dismissed accordingly.

Sd/-
Actg Chief Justice
(Prashant Kumar Mishra)

Sd/-
Judge
(Parth Prateem Sahu)