

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

Writ Petition (C) No.4115 of 2019

Maa Bhagwati Construction, a Proprietor Ship Firm Through Its Proprietor Parul Rai S/o Shri Rajesh Kumar Rai, Aged About 32 Years, Resident of Flat No. 107, First Floor, Vaishali Pride, Minocha Colony, Bilaspur, District Bilaspur Chhattisgarh 495001.

---- Petitioner(s)

Versus

1. State of Chhattisgarh Through- Principal Secretary, Public Works Department, Mahanadi Bhawan, Mantralaya, Atal Nagar, Naya Raipur Chhattisgarh.
2. Engineer-In-Chief Public Works Department, Nirman Bhawan North Block, Sector-19, Atal Nagar, Naya Raipur Chhattisgarh.
3. Chief Engineer Public Works Department, Bastar Zone, Jagdalpur Chhattisgarh.
4. Superintending Engineer Public Works Department, Kanker Circle, Kanker Chhattisgarh.
5. Executive Engineer Public Works Department Kanker Division Kanker Chhattisgarh.

---Respondents

For Petitioner	:	Shri Anand Dadariya, Advocate.
For State	:	Shri Jitendra Pali, Dy. Advocate General.

Hon'ble Shri Justice P. Sam Koshy

Order on Board

19.11.2019

1. The present petition has been filed seeking for an appropriate direction to the respondents for releasing of the undisputed payments of incentive bonus, escalation and balance of electrification charges along with interest as well as penal interest to the petitioner.
2. Perusal of record would show that the claim of the petitioner arises out of a contract that was entered into between the parties. The contract was executed as early as in the year, 2017. The contract entered into between the parties itself has an arbitration clause for settlement of dispute. However, the petitioner submits that they have already approached the respondents N.4 & 5 for settlement of the dues in terms of the contract and that the petitioner has successfully executed the contract without there being any dispute whatsoever. The petitioner further submits that the

arbitration clause is required to be invoked only in the event of dispute which there is none in the present case, and therefore, the petitioner is entitled for all the dues in accordance with terms of contract entered into between the parties.

3. A plain reading of the arbitration clause itself shows that the petitioner has to first approach the respondent No.4 in respect of his claim and who thereafter has to take a decision and only in the event of any dispute remaining, there would be a necessity for invoking the arbitration clause. In the instant case, the respondents No.4&5 have till date not taken any decision on the representation/claim of the petitioner.
4. Given the said facts and also keeping in view the arbitration clause between the parties and the conditions stipulated therein and also keeping in mind the submissions of the petitioner that whatever claim that he is making are all undisputed claim, it is directed that the respondents No.4&5 shall decide the claim of the petitioner at the earliest preferably within a period of 60 days from the date of receipt of copy of this order.
5. It shall be the responsibility of the petitioner to apprise the respondents No.4&5 so far as order passed by this court is concerned.
6. The writ petition accordingly stands disposed of.

Sd/-
(P. Sam Koshy)
Judge