

IN THE HIGH COURT OF JUDICATURE AT MADRAS

Dated : 08.08.2019

CORAM:

THE HONOURABLE DR. JUSTICE G.JAYACHANDRAN

Writ Petition No.23762 of 2018

M/s.South Indian Shipping & Export Co.,
rep.by its
Managing Partner Mr.Saleem Basha. ...Petitioner

Vs

1.The Government of India
Rep.by its Under Secretary,
Ministry of Social Justice and Empowerment,
Room No.622, A-Wing,
Shastri Bhavan,
New Delhi-110 001.

2.Tribal Co-operative Marketing Development
Federation of India Limited (TRIFED),
Represented by its Managing Director,
NCUI Building Second Floor,
3, Siri Institutional Area,
Khel Gaon Marg,
New Delhi-110 016. ... Respondents

Prayer: Writ Petition is filed under Article 226 of the Constitution of India, to issue a Writ of Mandamus, directing the respondents to release the sanctioned amount of Rs.28,71,299/- along with interest to the petitioner in light of the proceedings of 1st respondent in No.22-15/2000-NI-I dated 30.09.2003 within a time frame.

For petitioner : Mr.A.Edwin Prabakar

For Respondents : Mr.Jeyaganeshan, Sr.c for R1
Mr.K.Lavan for R2

O R D E R

This writ petition is related to contractual obligation arising out of Arbitration between the petitioner herein and the 2nd respondent.

2. The contention of the petitioner is that though the Presidential order was issued in the year 2013 and the

petitioner is entitled for around Rs.28,00,000/-, the 2nd respondent has not paid the money despite several request.

3. However on perusal of record, this Court finds that there was a dispute between the petitioner and the 2nd respondent immediately after the Presidential order sanctioning Rs.28,71,299/- in favour of the petitioner. The committee of the 1st respondent has found that the claim made by the petitioner towards local transport to the tune of Rs.21,00,000/- is in excess, which cannot be granted to the petitioner. The petitioner herein had made a counter claim for the very same amount in the arbitration proceedings initiated by the 2nd respondent and has been rejected.

4. This Court is need not go any further into the matter, since under the terms of the contract, the petitioner if aggrieved, ought to have been raised the issue before the arbitrator as per the clause 44 of the agreement, which reads as below:

"44.ARBITRATION: All questions, disputes, differences, arising out of this contract shall be referred to the sole arbitration of the Managing Director of TRIFED or his successor and the award of such arbitration shall be final and binding on both the parties of the contract."

5. If at all the petitioner had any grievance regarding payment, it is to be resolved in the arbitration proceedings. Relief cannot be sought in a writ petition. Hence, this writ petition is dismissed. No costs.

Sd/-
Assistant Registrar(J)

//True copy//

Sub Assistant Registrar

rpl

To

1.The Under Secretary,
Government of India,
Ministry of Social Justice and Empowerment,
Room No.622, A-Wing,
Shastri Bhavan,
New Delhi-110 001.

2.The Managing Director,
Tribal Co-operative Marketing Development
Federation of India Limited (TRIFED),
NCUI Building Second Floor,
3, Siri Institutional Area,
Khel Gaon Marg,
New Delhi-110 016.

+2cc to Mr.A.Edwin Prabakar, Advocate SR.No.68278

+1cc to Mr.Jeyaganeshan, Advocate SR.No.68022

+1cc to Mr.K.Lavan, Advocate SR.No.68202

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GMY(21/08/2019)