

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

**CWP-11528-2019 (O&M)
Date of Decision:11.07.2019**

O.P. Sindhu

... Petitioner

Versus

State of Haryana & another

... Respondents

CORAM:- HON'BLE MR.JUSTICE TEJINDER SINGH DHINDSA.

Present:- Mr. V.M. Handa, Advocate for the petitioner.

....

TEJINDER SINGH DHINDSA, J. (ORAL)

Pleadings on record would indicate that the work for providing independent water works at Vilage Bishan, District Jhajjar was allotted to the petitioner in the year 2007. It has been averred that the petitioner had completed nearly 85% of the work and the balance work of construction of an inlet channel for bringing raw water to the water works was held up on account of non-availability of the land. Accordingly, petitioner applied for extension to complete the project and which was also allowed. Apparently, on account of certain intervening circumstances, the work was got completed by the State of Haryana through another contractor/agency by way of re-alignment of the channel in question.

Instant petition is directed against the order dated 11.01.2019 (Annexure P-1) passed by the Executive Engineer, Public Health Engineering Division No.1, Jhajjar, Haryana and whereby the claim of the petitioner seeking refund of the security deposited has been declined.

During the course of arguments, counsel would concede that at the stage of allotment of the work, an agreement inter se the parties had been entered into. The agreement entered into between the parties has been

appended along with the petition and has been perused.

Clause 25(A) is the Arbitration Clause contained in the agreement and stipulates that if any dispute or difference of any kind whatsoever arises between the Governor of Haryana/his authorized agents and the contractor in connection with or arising out of the contract of the execution of the work whether before its commencement or after completion and whether before or after termination/abandonment or breach of the contract, the same would be referred to be settled at the hands of an Arbitrator.

On a specific query having been put, counsel concedes that denial of refund of the security deposit would amount to a dispute under the contract and for which the remedy would be to invoke the Arbitration Clause i.e. Clause 25(A).

In view of the above and while declining to intervene in the matter and while disposing of the instant writ petition, liberty is granted to the petitioner to avail of his remedy as may be available under the contract that he had entered into with the State of Haryana.

It is further clarified that this Court has not examined the validity of the impugned order dated 11.01.2019 (Annexure P-1).

Disposed of.

11.07.2019

harjeet

**(TEJINDER SINGH DHINDSA)
JUDGE**

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| i) | Whether speaking/reasoned? | Yes/No |
| ii) | Whether reportable? | Yes/No |