

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

102+206

CM-267-2019 in/and
CWP-14644-2017
Date of Decision: 25.01.2019

The Dhira Co-operative Labour and Construction Society

--Petitioner

Versus

State of Punjab and others

--Respondents

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

Present:- Mr.D.S.Kahlon, Advocate
for the petitioner.

Mr.Hittan Nehra, Addl. A.G., Punjab.

Mr.Sanjeev Soni, Advocate
for respondents No.2 to 5.

TEJINDER SINGH DHINDSA.J.

CM-267-2019

Application is allowed as prayed for.

The accompanying replication to the written statement filed on
behalf of respondents No.2 to 5 is taken on record.

Application disposed of.

CWP-14644-2017

Pleadings on record would indicate that the petitioner-the Dhira
Co-operative Labour and Construction Society had been issued work
order bearing No.135 dated 28.08.2015 for construction of road from
Dispensary Model Town to Sabzi Mandi Road, Pathankot.

Instant writ petition was filed raising a short grievance that

inspite of the work having been executed, the payments in lieu thereof have not been released. Petitioner had earlier approached this Court in terms of filing CWP No.6852 of 2017 and which had been disposed of with a direction to the respondent/authority to examine the claim and to pass a final order.

Apparently, the claim of the petitioner stands rejected vide order dated 05.06.2017 at Annexure P-9 which is a subject matter of challenge in the instant writ petition.

Counsel for the parties have been heard at length.

The instant petition raises question of facts. It is the assertion on behalf of the Municipal Corporation, Pathankot that neither was the work completed within the stipulated time frame and nor was the same as per terms and conditions of the work order. It is further submitted that even a final completion certificate has not been issued to the petitioner/society.

Counsel representing the respondent-Municipal Corporation, Pathankot would submit that even Notices dated 23.12.2016 and 30.12.2016 have been issued to the petitioner/society regarding the quality of work and the damaged road but no remedial steps have been undertaken by way of response.

In the considered view of this Court, such disputed questions of fact would not be gone into in exercise of the extraordinary writ jurisdiction under Articles 226/227 of the Constitution of India.

Concededly, there is a clause for resorting to arbitration under the contract entered into between the parties in the eventuality of any kind of dispute having arisen.

As such while declining to interfere in the matter, liberty is granted to the petitioner to avail of the alternative remedy that is provided in the contract itself.

Disposed of.

(TEJINDER SINGH DHINDSA)
JUDGE

25.01.2019
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| i) | Whether speaking/reasoned? | Yes/No |
| ii) | Whether reportable? | Yes/No |