

HIGH COURT OF CHHATTISGARH AT BILASPUR**WPC No. 438 of 2020**

M/s Shivani Construction Proprietor Subhash Rai, S/o Gurupad Rai, Aged About 46 Years, R/o Ward No. 2 Subhash Nagar Banaras Chowk Ambikapur District- Surguja, Chhattisgarh

---- **Petitioner**

Versus

1. State Of Chhattisgarh Through- The Secretary, Department Of Public Work Department Mahanadi Bhawan, New Raipur, District- Raipur, Chhattisgarh
2. The Chief Engineer Public Work Department Bridge Zone Raipur, Chhattisgarh
3. The Superintendent Engineer Public Work Department Bridge Construction Division Raigarh, District- Raigarh, Chhattisgarh
4. Executive Engineer Public Work Department Bridge Construction Division Raigarh District- Raigarh, Chhattisgarh
5. Tahsildar, Ambikapur District- Surguja, Chhattisgarh

---- **Respondents**

For Petitioner	:	Mr. Rakesh Pandey, Advocate
For State	:	Mr. V. R. Tiwari, Additional AG

Hon'ble Shri Justice P. Sam Koshy

Order on Board

30/01/2020

1. The challenge in the present writ petition is to the recovery notice Annexure P-1 dated 21.12.2019 and revenue recovery proceeding dated 19.09.2019 Annexure P-1 & Annexure P-2 respectively.
2. Perusal of the record would show that the dispute between the parties is arising out of an agreement entered into between the petitioner and the respondents. The agreement was in respect of a contract awarded to the petitioner for the purpose of construction of H.L. Bridge i/c Approach road across Gagar river on Semaridh-Sakhoul Road.

3. Contention of the petitioner is that the petitioner has been time and again intimating the respondent authorities as regards the practical difficulties that the petitioner was facing in the execution of the contract and that the defect in the execution of the contract had arisen when the contract was initially being executed by some other agency. Considering the fact that there is an agreement between the parties and conditions to the contract has an arbitration clause wherein it has been specifically mentioned that all questions and disputes relating to the specification, design and drawing etc. would be resolved by way of an arbitration proceeding.
4. Given the fact that there is an arbitration clause between the parties, this Court is of the opinion that it would not be appropriate for this Court at this juncture to entertain the writ petition, particularly, when it is arising out of a contractual dispute.
5. Reserving the right of the petitioner to avail appropriate remedies as per the agreement/contract between the parties, the present writ petition stands disposed of at this stage.

Sd/-
(P. Sam Koshy)
Judge