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HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Petition (C) No. 1767 of 2020**

M/s Valecha Engineering Limited, Valecha Chambers, 4th Floor, Plot No. B-6, New Link Road, Andheri (West), Mumbai, through Shri Sandeep Pramanik S/o Shri Nirad Baran Pramanik, Aged 44 Years, R/o Borivali (E), Flat No. 102, Mumbai

---- Petitioner**Versus**

1. Chief Engineer, National Highway Zone, Public Work Department, Chhattisgarh, O/o EinC PWD, Nirmal Bhawan, North Block, Sec-19, Nava Raipur, Atal Nagar, Dist-Raipur, Chhattisgarh
2. Director General, Ministry Of Road, Transport And Highway, New Delhi
3. M/s Shriram EPC Ltd., Aachi Building, 18/3, Rukmani Lakshmipati Road, Egmore, Chennai

---- Respondents

For Petitioner	:	Mr. Vinay Kumar Jain, Advocate
For Respondents	:	Mr. B. Gopakumar, ASG

Hon'ble Shri Justice P. Sam Koshy**Order On Board****21.08.2020**

1. The present writ petition has been filed challenging the alleged action on the part of the respondent no.3 in allegedly entering into a tripartite agreement among the petitioner, the respondent no.1 and the respondent no.3 using the seal and signature of the petitioner establishment on the basis of a power of attorney which according to the petitioner had already been revoked. Moreover, the grievance of the petitioner seems to be that in spite of repeated letters being given

to the respondent no.1 to stop further dealing with the respondent no.3 taking into consideration the sub-standard quality of work being carried out by the respondent no.3, the respondent no.1 has been continuously releasing huge amount of money in favour of the respondent no.3.

2. This Court, at the outset, is of the opinion that considering the relief sought for and the nature of dispute raised in the writ petition it clearly reflects that there are highly disputed questions of facts involved in the matter and for redressal of the same, writ remedy is not the recourse available to the petitioner. During the course of hearing, learned counsel for the petitioner also submitted that the respondent no.3 has already approached the Chennai High Court under the provisions of the Arbitration Act in respect of the contract entered into between the petitioner and the respondent no.3. At the same time, we cannot close our eyes on that considering the nature of allegations made, it is found that the matter involves public money at large.
3. Given the said facts, this Court is of the opinion that since the dispute arises out of a contract entered into between the petitioner and the respondent no.1 and also in respect of an agreement entered into between the petitioner and the respondent no.3, it would be more appropriate if the petitioner is directed to approach the respondent no.1 and apprise the respondent no.1 in respect of firstly the grievances of the petitioner, secondly the alleged fraud played by the respondent no.3 and also in respect of the prayer that the petitioner makes to the department not to make any further dealing with as also not to release any further payment to the respondent no.3.
4. Upon the petitioner approaching the respondent no.1 in this regard, it is

expected that the respondent no.1 shall promptly take action on the objections and grievances of the petitioner in accordance with law particularly taking into consideration the agreement that was entered into between the parties. The respondent no.1 should also keep in mind that it is ultimately public money which may get siphoned if prompt action is not taken in accordance with law. The petitioner is also permitted to make a fresh representation giving entire factual matrix of the case, all his objections and submissions and also all his grievances to the respondent no.1 at the earliest.

5. The writ petition accordingly stands disposed of.

**Sd/-
P. Sam Koshy
Judge**