

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 2433 of 2020

1. M/s Shivangee Construction Company, A-3 Class Contractor Proprietorship Firm Having Its Office At Main Road, Sitamani Road, Korba District Korba Chhattisgarh Through Its Proprietor Ajay Kumar Singh, S/o Late Shri S. N. Singh, Aged About 43 Years, A-3 Class Contractor, R/o Main Road, Sitamani Road, Korba, District : Korba, Chhattisgarh

---- Petitioner

Versus

1. State of Chhattisgarh Through The Secretary, Public Work Department, Mahanadi Bhawan, Mantralaya, Atal Nagar, Nawa Raipur, District : Raipur, Chhattisgarh
2. Chief Engineer, Public Work Department, Division Bilaspur, District : Bilaspur, Chhattisgarh
3. Executive Engineer, Public Work Department, (Bha/sa.) Division Mungeli, District : Mungeli, Chhattisgarh
4. Collector Korba, District : Korba, Chhattisgarh

---Respondents

For Petitioner	:	Mr. Sanjay Patel, Advocate
For State	:	Mr. Mateen Siddiqui, Dy. A.G.

Hon'ble Shri Justice P. Sam Koshy

Order on Board

02.11.2020

1. The challenge in the present writ petition is to the order passed by the Executive Engineer/respondent no. 3 dated 06.08.2020.
2. The present is a second round of litigation. In the earlier round of litigation, the petitioner filed a writ petition ie., WPC No. 1284 of 2020. In the said writ petition, the petitioner made a limited request

for directing the respondent authorities to consider and decide his representations in accordance with law. The said writ petition was disposed off on 24.06.2020 directing the respondent no. 3 to decide his representation after due verification of records.

3. Pursuant to the disposal of the said writ petition, now the impugned order Annexure P-7 dated 06.08.2020 has been passed. The contention of the counsel for the petitioner at this juncture is that though this court while disposing off the earlier writ petition had ordered that an opportunity of hearing be given to the petitioner, yet by denying the same, the impugned order has been passed only on the basis of a report of the Sub-Divisional Officer.
4. From the pleadings that has been made available with the writ petition, it clearly reflects that there is an agreement entered into between the parties which either side had duly accepted. That the conditions of the contract, which strictly stipulates that in the event of any dispute, the petitioner or the contractor should raise the dispute before the Superintendent Engineer and if still the grievance is not redressed, he can again approach the Chief Engineer in the Department. If yet the grievance still survives, the remedy open to the petitioner would be that of availing of Dispute Redressal Mechanism by way of arbitration by approaching the concerned Arbitration Tribunal.
5. In the instant case, the aforesaid mechanism which otherwise was agreed upon between the parties has not been abided by or undertaken by the petitioner. The petitioner seems to have rushed to

this Court invoking writ jurisdiction of this Court in a fully contractual matter where the parties are governed by the terms of the contract that was entered into between the parties. In addition, the contentions raised by the petitioner opposing the claim raised by the respondents/State is again a matter which are factual in nature which needs due appreciation and verification of records, which again would not be one which could be dealt with by this Court exercising the writ jurisdiction.

6. Under the aforesaid circumstances and also taking note of the Dispute Redressal Mechanism provided in the agreement entered into between the parties, the present writ petition at this present stage stands disposed off, directing the petitioner to approach the Divisional / Superintendent Engineer and also to the Chief Executive Engineer, if the grievance still is unredressed and thereafter avail appropriate remedy as per clause 28 of condition of contract.
7. The writ petition, therefore, stands disposed off with the aforesaid observation.

Sd/-
(P. Sam Koshy)
Judge