

NAFR

**HIGH COURT OF CHHATTISGARH AT BILASPUR****WPC No. 51 of 2020**

Khedu Ram Sahu S/o Late Shri Bhav Singh Sahu Aged About 53 Years R/o Village Kolihyamar, Tehsil Gurur District Balod Chhattisgarh.

**---- Petitioner****Versus**

1. State Of Chhattisgarh Through The Secretary, Town Administration Department, Mantralaya, Mahanadi Bhavan, Naya Raipur, District Raipur, Chhattisgarh.
2. The Collector Balod, District Balod, Chhattisgarh.
3. Chief Municipal Officer Nagar Panchayat, Gurur District Balod, Chhattisgarh.
4. Chinta Ram Sahu S/o Bhagwan Singh Sahu Aged About 35 Years R/o Ward No. 3, Gurur, District Balod, Chhattisgarh.

**---- Respondents**

|                |   |                          |
|----------------|---|--------------------------|
| For Petitioner | : | Mr. B.P. Singh, Advocate |
| For State      | : | Mr. Ayaz Naved, G.A.     |

**Hon'ble Shri Justice P. Sam Koshy****Order on Board****09/01/2020**

1. The present writ petition has been filed seeking for an appropriate direction to the respondents to release the payment of more than Rs.32 lakhs along with interest for the execution of the contract, which the petitioner has been awarded.
2. The facts of the case is that the petitioner was awarded a contract for construction of C.C. Road from Dhaneli Chowk to Tehsil Office Gurur. According to the petitioner, he has successfully completed the contract and that there is no dispute so far as the quality of work or any other aspect of the contract, which was entrusted to him for being executed.

3. The counsel for the petitioner refers to Annexure P/1 dated 21.06.2019, which is a correspondent made by the respondent No.2-the District Collector ordering that in the light of certain complaints received by the concerned Minister, the payment part payable to the petitioner has been stopped.
4. The State counsel at this juncture refers to clause 28 of the contract agreement entered into between the parties, which is the arbitration clause and submits that the dispute, if any, can be resolved invoking the arbitration remedy.
5. Be that as it may, since the respondent No.2-the Collector has stopped the payment on account of some complaint that was received and stating that the nature of work executed by the petitioner is being subjected to quality test.
6. Given the said fact and the order of the respondents No.2 & 3, this Court is of the opinion that the writ petition itself can be disposed of directing the respondents No.2 & 3 to take appropriate steps for conducting the quality test, if it has not been done till now and if it has already been done, the petitioner be intimated about the outcome of the said quality text and necessary steps thereafter be taken so far as the release of the payment to the petitioner is concerned.
7. Needless to mention that in case if the respondents No.2 & 3 intimate the petitioner in respect of his quality of work not being up to the standard and the specification prescribed, then the petitioner

would be at liberty to avail the remedy by invoking the arbitration clause for settlement of the dispute between the parties.

8. Let this exercise be completed within a period of 60 days from the date of receipt of the copy of this order.
9. With the aforesaid observations, the present writ petition stands disposed of.

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

Ved