

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 16.03.2020

CORAM

THE HONOURABLE Mrs. JUSTICE PUSHPA SATHYANARAYANA

W.P.No.36313 of 2015 and
M.P. No.1 of 2015

M/s.Dinesh Babu Transport
19, III Floor
Kumbhat Commercial Complex
699-700, Periyar EVR High Road
Aminjikarai, Chennai - 600 029
Rep. by its Managing Partner
V.K.Sukumaran .. Petitioner

Vs.

The Regional Manager
Central Warehousing Corporation
A Government of India Undertaking
Registered Office No.4
North Avenue
Sri Nagar Colony
Saidapet, Chennai - 600 015. .. Respondent

PRAYER : Writ Petition filed Under Article 226 of the Constitution of India praying to issue a Writ of Mandamus, directing the Regional Manager, Central Warehousing Corporation, a Government of India Undertaking, having Registered office No.4, North Avenue, Sri Nagar Colony, Saidapet, Chennai - 600015, the respondent herein to refund the amounts now standing to the credit of the petitioner firm after withholding the amount that had been now disputed by the respondent and consequently direct the respondent corporation to refer the matter either to the arbitration or to a committee appointed by the respondent corporation as against the disputed amount of Rs.31,49,353/-.

For Petitioner : Mr.D.Ashok Kumar

For Respondent : Mr.Ashok Menon

ORDER

The instant writ petition has been filed for a direction to the Regional Manager, Central Warehousing Corporation, to refund the amounts now standing to the credit of the petitioner firm after withholding the amount that had been now disputed by the respondent and consequently for a direction to the respondent corporation to refer the matter either to arbitration or to a committee appointed by the respondent corporation as against the disputed amount of Rs.31,49,353/-.

2. Admittedly, the dispute has arisen out of the contract, based on the agreement between the respondent herein and the petitioner. The petitioner is demanding refund of the amount standing to the credit of the petitioner firm. It is further admitted that there is a dispute regarding the admitted sum and the excess sum withheld by the respondent, which is to be refunded.

3. The very contract dated 31.8.2012 provides for an arbitration clause in Sl.No.XIX of the terms and conditions governing the contract and it reads that, all disputes and differences arising out of or in any way touching or concerning this agreement whatsoever shall be referred to a Sole Arbitrator to be appointed by the Managing Director, Central Warehousing Corporation, New Delhi. The petitioner has rushed to this court, without invoking the said arbitration clause.

4. In the prayer of the writ petition, the petitioner has also asked for a Committee to be appointed by the respondent Corporation. The learned counsel also states that there was a Committee, which was constituted by the respondent and the report of the Committee is also furnished. However, it appears that, the date of constitution of committee or any notice issued to the petitioner calling upon the petitioner for an enquiry, are all not known or furnished to this court. Therefore, the said report of the Committee cannot be looked into. The petitioner has rushed to this court invoking Article 226 of the Constitution of India, without exhausting the remedy provided to him under the Agreement dated 31.8.2012. Therefore, the petitioner, is at liberty to invoke the arbitration clause provided in the agreement dated 31.8.2012 for its remedy.

In view of the above, the writ petition is dismissed. However, there shall be no order as to cost. Consequently, the connected miscellaneous petition is closed.

Sd/-
Assistant Registrar

//True Copy//

Sub Assistant Registrar

Asr

To

The Regional Manager
Central Warehousing Corporation
A Government of India Undertaking
Registered Office No.4
North Avenue
Sri Nagar Colony
Saidapet, Chennai - 600 015.

+2cc to Mr.Ashok Menon, Advocate, S.R.No.23419

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JP (CO)
maya (27/05/2020)

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