

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 19.08.2020

CORAM

THE HON'BLE MR. JUSTICE K.RAVICHANDRABAABU

W.P.No.10695 of 2020

M/s.Sarathi Electricals and Engineering Contractor,
No.164/50, Wireless Road,
Kamaraj Nagar, Airport
Tiruchirapalli 620 007,
Rep. By its Proprietor
K.Rusendrababu

...Petitioner

Vs.

1. Government of India,
Central Public Works Department,
Rep. By its Superintending Engineer,
Office of the Superintending Engineer,
Puducherry Central Circle, Nirman Bhawan,
JIPMER Campus, Puducherry 06.
2. Government of India,
Central Public Works Department,
Rep. By its Executive Engineer,
Office of the Executive Engineer,
Puducherry Central Circle, Nirman Bhawan,
JIPMER Campus, Puducherry 06.
3. The Assistant Accounts Officer,
Puducherry Central Division,
CPWD,
Puducherry-6.

...Respondents

Prayer:

Writ Petition filed under Article 226 of the Constitution of India praying to issue a Writ of certiorarified mandamus to call for the records pertaining to the impugned order of determination of contract issued by the second respondent in No.23(63)/PCD/2020/936 dated 16.06.2020 and his subsequent confirmation letter of the impugned order in No.23(63)/PCD/2020/985 dated 29.06.2020 and quash the same and further direct the second respondent to refund the Earnest Money Deposit and Performance Guarantee of Rs.9,98,014.00 to the petitioner together with interest.

For Petitioner : Mr.M.Michael Bharathi
For Respondents : Mr.K.S.Jaya Ganesh
Central Government Standing Counsel

O R D E R

This matter is taken up for hearing through Video Conferencing mode.

2. Mr.K.S.Jaya Ganesh, learned Central Government Standing counsel takes notice for the respondents. By consent, this writ petition is taken up for disposal at the stage of admission.

3. This writ petition is filed challenging the cancellation of the contract given to the petitioner.

4. Heard the learned counsel for the petitioner and perused the materials placed before this Court.

5. It is seen from the clauses of the contract that clause 25 of the same provides for arbitration to resolve the dispute like any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract. Therefore, when an arbitration clause is provided under the contract, it is for the petitioner to work out such remedy by invoking such provision.

6. Thus, I find that the present writ petition is not maintainable. Therefore, this writ petition is disposed of, without expressing any view on the merits of the matter, by granting liberty to the petitioner to work out its remedy through arbitration proceedings. No costs.

सत्यमेव जयते

Sd/-

Assistant Registrar

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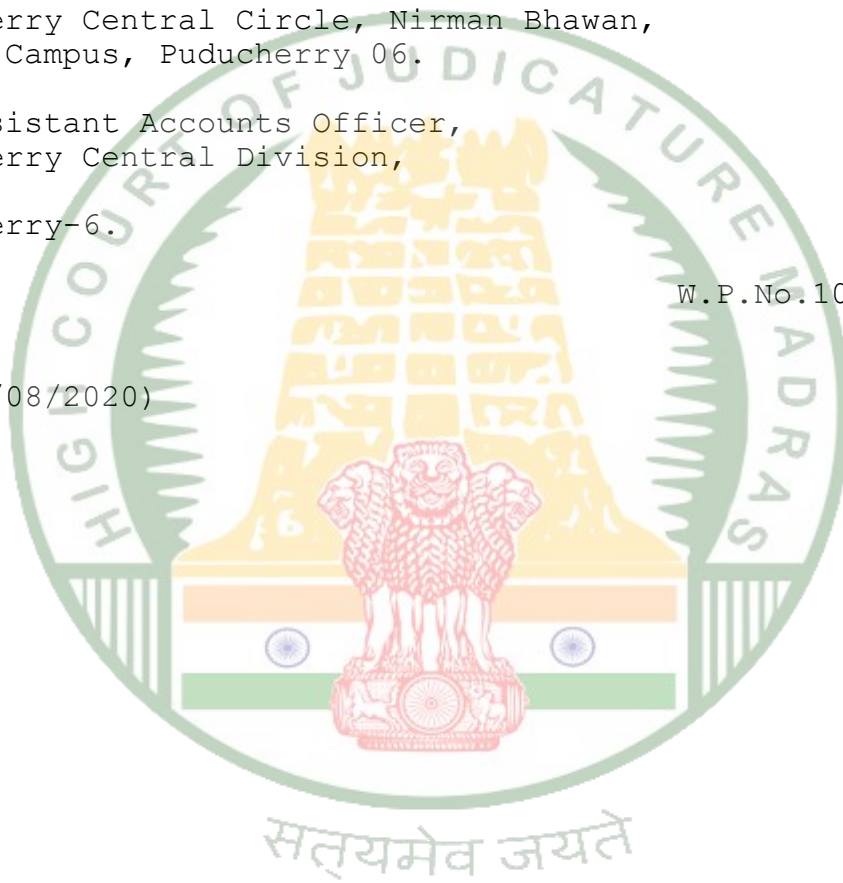
Sub Assistant Registrar

To

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CPWD,
Puducherry-6.

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vs (co)
rr ii (26/08/2020)



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