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IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 23-11-2021

CORAM

THE HONOURABLE MR.JUSTICE S.M.SUBRAMANIAM

W.P.NO.12532 OF 2011

AND

M.P.NOS.1 AND 2 OF 2011

Jayakrishna Modern Rice Mill,
Represented by its Proprietor,
G.Rajendran, S/o.Gopalakrishnan,
No.5/283, Pon Nagar,
Pasupathi Koil, Pabanasam Taluk,
Tanjore District.

... Petitioner

.Vs.

1. The Managing Director,
Tamil Nadu Civil Supplies Corporation,
Tambusamy Street,
Kilpauk, Chennai - 10.

2. The Regional Manager,
Tamil Nadu Civil Supplies Corporation,
Tanjore.

... Respondents

PRAYER:- Writ Petition is filed under Article 226 of the Constitution of India, praying for the issuance of a Writ of Certiorari, calling for the records relating to the impugned order passed by the first respondent in his proceedings Na.Ka.No.MH4/14165/2011, dated 03.05.2011 and quash the same.

For Petitioner : Mr.C.Prakasam

For Respondents : Mr.C.Selvaraj

O R D E R

The order dated 03.05.2011 passed by the first respondent is sought to be quashed in the present writ petition.

2. By invoking the terms and conditions of the contract, recovery is imposed on the petitioner.



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3. Perusal of the order impugned and other documents filed by the petitioner reveal that the dispute arose on account of contractual obligation between the parties. The terms and conditions and its violations are considered by the Authorities for forming an opinion. Such an adjudication of disputed issues cannot be entertained in the writ proceedings under Article 226 of the Constitution of India.

4. In view of the fact that the examination requires verification of original documents and evidences, including oral evidences. Thus, the petitioner has to adjudicate these issues before the Competent Forum. An agreement executed by the petitioner with the respondents in August 2010, reveals that the parties agreed for arbitration. Clause 44 of the Agreement stipulates that the parties agreed for arbitration, in the event of any dispute.

5. When there is an Arbitration Clause agreed between the parties in the contract, then the parties are expected to resolve the issues through an Arbitrator. Contrarily, the High Court cannot adjudicate such disputed issues with reference to the original documents and evidences, which all are relevant for considering the issues.

6. In view of the Arbitration Clause in the Agreement, the petitioner is at liberty to invoke the Arbitration Clause as per the Agreement and resolve the issues in the manner known to law.

7. With the abovesaid liberty, the writ petition stands disposed of. However, there shall be no order as to costs. Consequently, connected miscellaneous petitions are closed.

Sd/-
Assistant Registrar(CS VII)

//True Copy//

Sub Assistant Registrar

Svn

To

1. The Managing Director,
Tamil Nadu Civil Supplies Corporation,
Tambusamy Street,
Kilpauk, Chennai - 10.



2. The Regional Manager,
Tamil Nadu Civil Supplies Corporation,
Tanjore.

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+1cc to Mr.C.Prakasam, Advocate, S.R.No.60530

+1cc to the Government Pleader, S.R.No.61100

W.P.NO.12532 OF 2011

NMI (CO)

PBS/03/12/2021

PBS/14/12/2021