

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT
CHANDIGARH**

CWP-13063-2021 (O&M)
Date of decision:- 19.07.2021

M/s Parbhat Kumar Contractor, Engineers & Builders
...Petitioner (s)

Versus

Lala Lajpat Rai University of Veterinary and Animal Sciences, Hisar
and another
...Respondent(s)

CORAM: HON'BLE MR. JUSTICE RAVI SHANKER JHA, CHIEF JUSTICE
HON'BLE MR. JUSTICE ARUN PALLI

Present: Mr. Arun William, Advocate,
for the petitioner.

Mr. Dharmander Singh Rawat, Advocate,
for the respondents.

(The aforesaid presence is being recorded through video conferencing since the proceedings are being conducted in
virtual Court)

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RAVI SHANKER JHA, C.J. (ORAL)

This petition has been filed by the petitioner being aggrieved by an act of the respondent-university in enforcing clause 25.1 of the Standard Bidding Document Procurement of Civil Works (Building Works) which provides that any claimant on invoking the arbitration clause under para 25 of the contract is required to deposit 5% of the claim amount.

Learned counsel for the petitioner submits that it was awarded a contract for construction of the Vice Chancellor/Administrative Building at New Campus of the respondent-university in Hisar. A dispute arose between the parties which was referred to the Dispute Review Expert in terms of clause 24 of the contract. The Dispute Review Expert decided the matter in favour of the petitioner.

Admittedly, the respondent-university is aggrieved by the decision of the Dispute Review Expert and seeks to invoke clause 25 of the contract and get the matter referred to arbitration. While doing so, the respondent-university has issued the impugned letter dated 08.01.2021 (Annexure P-11) asking the petitioner to deposit 5% of the claim amount.

Learned counsel for the petitioner submits that the petitioner is satisfied with the award of the Dispute Review Expert and does not wish to invoke clause 25.1 of the contract relating to arbitration. He submits that it is in fact the respondent-university which seeks to invoke the said arbitration clause.

In such circumstances, either the respondent-university should deposit the requisite 5% of the claim amount or not apply any such clause to the petitioner as it does not wish to invoke arbitration or in the alternative declare such a clause as un-constitutional in view of the decision of the Supreme Court rendered in the case of *M/s ICOMM Tele Ltd. Vs Punjab State Water Supply & Sewerage Board and another*, 2019 (4) SCC, 401.

Learned counsel for the respondent-university, who appears on advance copy, when confronted with the factual aspect submits that the petition may be disposed of giving the respondent-authorities four weeks’ time to review/re-examine the matter and take a decision in that regard.

In the circumstances and in view of the statement made by learned counsel for the respondent-university, the writ petition is disposed of directing the respondent-university to re-consider the matter as stated before this Court, and the decision taken in this regard shall be communicated to the petitioner. It is further clarified that the issues raised by the petitioner in the present writ petition are kept open as this Court has not expressed any opinion on the merits of the case.

(RAVI SHANKER JHA)
CHIEF JUSTICE

(ARUN PALLI)
JUDGE

19.07.2021
Amodh

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No