

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.12584 of 2021

Y. P. Engineering through its proprietor namely Rahul, Gender- Male, aged about 46 years, Son of Paramhans Singh, Resident of Yashoda Niwas, Trishul Colony, Near Ambedkar Path, Rukanpura, P.S., District and Town- Patna.

... .. Petitioner/s

Versus

1. The State of Bihar through its Principal Secretary, Urban Development and Housing Department, Vikash Bhawan, Bailey Road, Patna.
2. The Municipal Commissioner, Patna Municipal Corporation, Maurya Lok Complex, Patna.
3. The Engineer-in-Chief-cum-Special Secretary, Urban Development and Housing Department, Patna.
4. The Chief Municipal Engineer, Patna Municipal Corporation, Patna.
5. The Executive Engineer, Patna Municipal Corporation, Patna.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. Jai Prakash Singh, Advocate
For the Respondent/s	:	Mr. Yogendra Pd. Sinha (AAG-7)
		Mr. Prsoon Sinha, Advocate

CORAM: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH

and

HONOURABLE MR. JUSTICE MADHURESH PRASAD

ORAL ORDER

(Per: HONOURABLE MR. JUSTICE CHAKRADHARI SHARAN SINGH)

2 15-02-2022 The matter has been taken up for online hearing through video conference because of COVID-19 pandemic restrictions.

The petitioner is seeking quashing of an order dated 26.06.2021, passed by the Chief Municipal Engineer, Patna Municipal Corporation, Patna (Respondent No. 4), whereby a contract entered into between the petitioner and the Corporation



in relation to the work of 'construction of remaining work of laying, testing and commissioning of water supply distribution system, construction of RCC OHT, pump house, submersible pumping, transformer, chlorine dosing unit, house connection and allied works at Didarganj' has been cancelled. A copy of the agreement has been brought on record by way of Annexure-3 to the writ application. Clause-5 of the agreement contains an arbitration clause for resolution of dispute arising out of the said agreement.

Learned counsel appearing on behalf of the petitioner has submitted that after execution of the agreement and before cancelling its cancellation, the petitioner had executed some part of the work against which he is entitled to receive payments. He submits that the respondent-Corporation may be directed to make payment against the part work done by the petitioner.

There being an arbitration clause in the agreement, we are not inclined to entertain the present writ application in view of the facts asserted in the writ petition. This application, in our view, deserves to be dismissed on the ground of existence of arbitration clause in the agreement. In any view of the matter, the Court is not inclined to enter into the dispute which is purely contractual in nature, in a proceeding of judicial review under



Article 226 of the Constitution of India.

This application is accordingly dismissed. We make it clear that we have not gone into the merits of the petitioner's claim.

(Chakradhari Sharan Singh, J)

(Madhuresh Prasad, J)

Rajesh/-

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