

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
NAGPUR BENCH : NAGPUR

WRIT PETITION NO. 1835 OF 2022

Shri R. Rama Prasad

-- Petitioner/s

Vs.

M/s. Bharat Heavy Electricals Limited

-- Respondent/s

Mr. N.V. Fulzele, Advocate for the Petitioner.

CORAM : NITIN JAMDAR &
ANIL L. PANSARE, JJ.

DATE : 5 APRIL 2022.

P. C. :

The Petitioner by this petition has challenged the order of termination of contract issued by the Respondent on 4 March 2022.

2. The Respondent had floated a tender on 21 June 2019 for the purpose of Civil, Architectural, Mechanical and other allied works of Natural Draught Cooling Towers including supply of Materials, Labour, Tools and Plants, etc. The tender was awarded to the Petitioner, and the letter of intent was issued on 18 November 2019. Thereafter, certain disputes arose, which led to termination of the Petitioner's contract. In the contract, there is an arbitration clause.

3. As regards the arbitration clause, learned Counsel for the Petitioner contends that the availability of alternate remedy is not a bar to entertain the Writ Petition.

4. The remedy of arbitration stands on an entirely different footing than the ordinary remedies, and the Hon'ble Supreme Court in various decisions has emphasized on legislative intent to give effect to the arbitration clause.

5. As regards the interim orders are concerned, the Petitioner has remedies under the Arbitration Act itself.

6. In light of the same, it is not necessary for us to entertain the Writ Petition. The same is accordingly disposed of keeping all contentions of the parties open.

[ANIL L. PANSARE, J.]

[NITIN JAMDAR, J.]