



WEB COPY

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED : 06.01.2022

CORAM:

THE HONOURABLE MR.JUSTICE C.SARAVANAN

W.P.NOS.13522 & 13023 OF 2021

AND

W.M.P.NOS.14386 & 13831 OF 2021

[Video Conferencing]

W.P.NO.13522 OF 2021

P.Chinnasamy M/42 years,
S/o.Palanisamy,
7/238, Aero Nagar,
Kadampadi, Sulur,
Coimbatore - 641 401.

... Petitioner

.Vs.

The Assistant Garrison Engineer (I),
Redfields Post,
Coimbatore - 641 018.

... Respondent

PRAYER:-

Writ Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorari to call for the records of order dated 05.04.2021 in Letter No:8364/30/E8 in CA No:GE/WEL/CBE/24 of 2017-2018 passed by the Respondent herein and quash the same.

W.P.NO.13023 OF 2021

Shana Constructions,
Rep. by its Proprietor,
Mr.MAdhu Suthanan,
3/706, Srinivasa Nagar,
1st Street, Near Bye Pass Road,
Lakshmipuram Post,
Kovilpatti - 628 502,
Thoothukudi District.

... Petitioner



.Vs.

The Assistant Garrison Engineer (I),
Redfields Post,
Coimbatore - 641 018.

... Respondent

PRAYER:-

Writ Petition filed under Article 226 of the Constitution of India to issue a Writ of Certiorari to call for the records of order dated 05.04.2021 in letter no:8371/64/E8 in CA No:GE/WEL/CBE/23 of 2017-2018 passed by the Respondent herein and quash the same.

For Petitioner : Mr.N.Ponraj
In both W.P's

For Respondent : Mr.B.Sudhir Kumar
In both W.P's Senior Panel Counsel

COMMON ORDER

After hearing the learned counsel for the petitioner in the respective Writ Petitions and the learned Senior Panel Counsel for the respondent, these Writ Petitions are disposed of without expressing any opinion on merits, in the light of the fact that the dispute between the petitioner in the respective writ petitions and the respondent could be resolved by way of arbitration in terms of Clause 70 of the contract signed by the respective petitioner with the respondent.

2. The dispute appears to be on account of the amounts paid towards GST at the rate of 18%, though at the time when the amounts were paid, the rate of tax were reduced to 12% in terms of notification No.20/2017-Central Tax (Rate), dated 22.08.2017.

3. The learned counsel for the petitioner submits that as per Clause 67(g) of the Contract, no recovery of amount could be made beyond a period of two years from the date of settlement of the payment.

4. Though elaborate arguments have been made by the learned counsel appearing on behalf of the respective petitioner and the learned Senior Panel Counsel for the respondent, considering the fact that the dispute between the petitioner and the respondent are arbitrable in terms of Clause 70 of the Contract signed between the parties, these Writ Petitions are disposed of by



directing the petitioner in the respective writ petitions to work out their remedy before the Arbitrator.

5. Considering the fact that already an order of interim stay has been granted by this Court at the time of admission on 30.06.2021 and same has been in force till date, the interim protection shall remain in force for a period of 30 days after the date of receipt of a copy of this order.

6. During the interregnum, the petitioner is directed to approach the learned Arbitrator in terms of Clause 70 of the conditions of contract and file an appropriate application for interim protection under Section 17 of the Arbitration and Conciliation Act, 1996.

7. In fine, these Writ Petitions are disposed of with the above observations. Consequently, connected miscellaneous petitions are closed. No costs.

Sd/-
Assistant Registrar(CS IV)

//True Copy//

Sub Assistant Registrar

pgp

To

The Assistant Garrison Engineer (I),
Redfields Post,
Coimbatore - 641 018.

+2ccs to Mr.N.Ponraj, Advocate, S.R.Nos.1187 & 1188
+2ccs to Mr.B.Sudhir Kumar, Advocate, S.R.No.1277 & 1288

W.P.NOS.13522 & 13023 OF 2021

RGN(CO)
PBS/14/02/2022