IN THE PUNJAB AND HARYANA HIGH COURT AT CHANDIGARH

223

CWP-3751-2020 (O&M)
Date of Decision: 23.11.2022

M/S KHUSHI ELECTRICALS

... Petitioner

VERSUS

STATE OF HARYANA AND OTHERS

... Respondents

PUNJAB AND HARYANA HIGH COURT

CORAM: HON'BLE MR. JUSTICE VINOD S. BHARDWAJ.

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Present: Mr. Krishan Kumar Chahal, Advocate
for the petitioner.

Mr. Vivek Chauhan, Addl. A.G., Haryana.

Mr. Ashish Yadav, Advocate
for respondents No.2 to 4.

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VINOD S. BHARDWAJ, J. (ORAL)

The present writ petition has been filed under Articles 226/227 of the Constitution of India, 1950 seeking issuance of a writ in the nature of Mandamus directing the respondents to make the due payment of Rs.99,02,336/- including security alongwith interest @ 18% per annum till the actual realization qua various supply of material/erection works order Annexures P-2 (Colly.) & P-3 (Colly.) dated 15.07.2017.

Reply on behalf of respondents No.2 to 4 has been filed wherein it has been averred that the work executed by the petitioner was not as per the required specifications and the standard of quality work was much lower. Various complaints with regard to the quality were received whereby the tests were got conducted and reports were received supporting the complaints and the fact that sub-standard material had been supplied. A further reference is made that in the event of any dispute, Clause 56 of the Agreement contains an arbitration clause and that in case the petitioner has any grievance against the payment being withheld, he can take recourse to the arbitration clause as contained in the agreement.

RAJENDER KUMAR
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Learned counsel appearing on behalf of the petitioner, however, contends that the work in question was duly inspected by various visiting teams and that the samples in question were drawn after the guarantee period. He, however, does not dispute the fact that the tests were conducted and reports were received and that some element of disputed question of facts arises. Since an arbitration clause is prescribed in the agreement, he thus seeks permission to withdraw the petition so as to take recourse to the alternative remedies available to him in accordance with law and as per the contract between the parties, if so advised.

Disposed of accordingly, with the liberty as aforesaid.

Any other misc. application(s) also stand(s) disposed of accordingly.

23.11.2022
rajender

(VINOD S. BHARDWAJ)
JUDGE

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

PUNJAB AND HARYANA HIGH COURT

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