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

**CWP No.3698 of 2018
Date of Decision: 20.04.2022**

M/S J.S.T. ENGINEERS AND CONTRACTORS

.....Petitioner

Vs

PSPCL AND ORS.

.....Respondents

CORAM: *HON'BLE MR. JUSTICE RAJ MOHAN SINGH*

Present: Dr. Payel Mehta, Advocate
for the petitioner.

Mr. C.L. Pawar, Sr. D.A.G., Punjab.

Mr. Rishav Gupta, Advocate
for respondent No.3.

RAJ MOHAN SINGH, J.(Oral)

Petitioner has preferred this writ petition for the issuance of an appropriate writ in the nature of mandamus directing the respondents to release the payment dues of the petitioner organization along with interest for the delay. The amount is claimed to be withheld by the respondents in an illegal manner without any justification.

In the written statement filed by respondent No.3, the amount has been disputed on the ground that the petitioner is a

Contractor-firm, who was allotted a tender to supply manpower and human resources for various projects.

According to learned counsel for respondent No.3, the writ petition has been preferred by misinterpreting the clause in the work order vide Note No.2 dated 01.09.2014 pertaining to the extent that the payment of the Contractor shall be made according to the revised rates plus 36% extra on the hike rate i.e. difference of the present rate and revised rate (which includes the employer contribution of EPF, Labour Welfare Fund and Buns under the payment of Bonus Act, leave with wages under the Factory Act and retrenchment compensation under the Industrial Dispute Act.

According to respondent No.3, payments have already been made to the petitioner-firm and nothing is due. As per clause 16 of the Performance of Contract and Payments that any dispute between the parties could only be redressed by filing a suit in the competent Court, where headquarter of PSPCL i.e. contract signing authority is located. In the present case that place is Bathinda where the suit can be filed.

Even as per stand of learned counsel for the petitioner-firm there is an arbitration clause in the agreement.

Be that as it may, since the petitioner is having alternative remedy of redressal of its grievance, therefore, no interference is called for. This petition stands dismissed,

however, the petitioner shall be at liberty to avail its legal remedy in accordance with law.

April 20, 2022	(RAJ MOHAN SINGH)
<i>Atik</i>	JUDGE
Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No