

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.1498 of 2023

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Sparrow Softech Pvt. Ltd. having its Branch Office 101 and 102 Udaiman Apartment, Opposite A.N. College, Boring Road, Patna 800001 through its Director namely Bishwajit Kumar, aged about 50 years, (Male), Son of Jadunandan Prasad.

... .. Petitioner/s

Versus

1. The Patna Municipal Corporation through its Municipal Commissioner, Block- C, 2nd Floor, Maurya Complex, Patna.
2. The Municipal Commissioner, Patna Municipal Corporation, Block- C, 2nd Floor, Maurya Complex, Patna.
3. The Additional Municipal Commissioner, Patna Municipal Corporation, Block- C, 2nd Floor, Maurya Complex, Patna.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Vikas Kumar, Adv.
For P.M.C	:	Mr. Prasoon Sinha, Adv.

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CORAM: HONOURABLE MR. JUSTICE SANJEEV PRAKASH SHARMA

ORAL ORDER

2 22-03-2023

1. Heard the parties.

2. The petitioner by way of this writ petition prays as

under:-

“1. That in this writ application the petitioner prays for issuance of appropriate writ/writs, order/orders, direction/directions for commanding the respondent authorities to pay Rs. 7.1 Crore admitted dues which is pending in regard to work "For updation of existing data along with door to door survey, Assessment, Collection and recovery of Municipal Taxes and user charges for Patna Municipal Corporation". Petitioner further prays for



release of Bank Guarantees of Rs. 15 Lacs, which was deposited by the petitioner as security at the time of agreement for execution of aforesaid project.”

3. The contract entered between the parties are governed by an agreement, wherein there is a clause for arbitration, which reads as under:-

“Arbitration:- *The Parties shall first submit any dispute or disagreement between the Parties arising out of or relating to and/or in connection with this Agreement or Statement of Work which is not a Material Breach of this Agreement (a "Disputed Matter") to the Municipal Commissioner, Patna Municipal Corporation and the decision given by Municipal Commissioner shall be final and binding. In order formally to submit a Disputed Matter to the aforesaid forum, one Party ("Claimant") shall give a written notice ("Dispute Notice") to the other Party. The Dispute Notice shall be accompanied by (a) a statement by the Claimant describing the Disputed Matter in reasonable detail and (b) documentation, if any, supporting the Claimant's position on the Disputed Matter.*

The other Party ("Respondent") shall have the right to respond to the Dispute Notice within 7 days after receipt of the Dispute Notice. In the event that the forum is unable to resolve the Disputed Matter within a further period of 7 days, it shall refer the



Disputed Matter to the Arbitrator. All negotiations, statements and/or documentation pursuant to these Articles shall be without prejudice and confidential (unless mutually agreed otherwise).

The arbitration proceedings shall be conducted in accordance with the procedure of the Arbitration and Conciliation act 1996.”

4. Keeping in view the aforesaid clause, the present writ petition would not be maintainable and the petitioner would be free to take up the proceedings under the **Arbitration and Conciliation Act, 1996**.

5. Accordingly, the writ petition is dismissed with aforesaid liberty.

(Sanjeev Prakash Sharma, J)

Pravinkumar/-

Item No. 15

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