

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

**CWP No.12819 of 2023
Date of Decision :02.06.2023**

Tarsem Kumar Contractor

.....Petitioner

Versus

Amritsar Development Authority and others

..... Respondents

**CORAM: HON'BLE MR.JUSTICE ARUN PALLI, JUDGE
HON'BLE MR.JUSTICE MAHABIR SINGH SINDHU, JUDGE**

**Present : Mr. Puneet Jindal, Sr. Advocate with
Ms. Malvi Aggarwal, Advocate for the petitioner.**

**Mr. R.S.Khosla, Sr. Advocate with
Ms. Bhavti Pujara, Advocate
for Amritsar Development Authority.**

ARUN PALLI, J. (Oral):

The petitioner herein has prayed for the following substantive
reliefs:-

**“Civil Writ petition under Article 226 of the
Constitution of India in the nature of Certiorari seeking quashing of
the recent order dated 19.05.2023 (Annexure P-18), passed by the
Respondent no. 4 which is factually incorrect and has been
passed with a pre-determined mind without appreciating the true
fa-cts on merits or without application of mind and considering
three extensions totalling to 52 months, upto 23.08.2025.**

AND/OR

**In the alternative to set aside the letter dated
21.09.2021 (Annexure P-10), whereby contrary to the decision
taken by the ‘High Power Committee’ dated 05.02.2021 (Annexure
P-7), petitioner/ contractor has been made to make payment of
license fee for the entire COVID-19 period from 15.03.2020 to
31.12.2021 and accordingly refund the same with applicable
interest.**

AND/OR

A writ of Mandamus be issued to the respondents directing the respondents to to firstly treat petitioner in the same manner, as the Respondents are treating Cafeteria Contractors in the Multi-level Parking and the Tourist Information Center, both situated in same Galiara Project as that of the present petitioner, whereby similarly situated other concessioners have been granted exemption from payment of rent/license fee from 22.03.2020 to 31.03.2020 and have been granted extention for 8 ½ months considering the same 'Force Majeure' Clause contained in similar contracts bearing the same Clause No.14.3, since the petitioner had been made to pay for the said period as well, therefore to grant extension for the said period to the petitioner, over and above extensions granted to him under Clause 3.1.4 of the Management Contract i.e. total 52 months vide two separate letters dated 18.05.2021, 20.09.2021 (Annexues P-8 and P-9) and file Notings uniformly granting 16 months on 13.09.2021, extending upto 23.08.2025 and to not carry out any proceedings against the petitioner without abiding or complying the terms of the aforesaid extension letters;”

Concededly, the matter arises out of a concluded contract (P1), entered into, between the parties, on 09.08.2012. During the hearing, attention of the learned Senior counsel for the petitioner was drawn to clause 15.1 and 15.2 of the contract, which envisages dispute resolution mechanism and in the event of failure of conciliation proceedings, clause 15.3, provides for arbitration or adjudication.

Accordingly, having argued the matter at some length, learned Senior counsel for the petitioner submits that let, at this stage, the petition be disposed off to enable the petitioner to invoke the dispute resolution clause and explore, if the dispute between the parties can be resolved amicably. He submits that necessary application/claim in terms of clause 15.1 and 15.2

would be submitted by the petitioner by 06.06.2023. And, the matter being time sensitive, the authorities be directed, in the event any such application is moved, to decide the same, at the earliest.

Mr. R.S.Khosla, Sr. Advocate assisted by Ms. Bhavti Pujara, Advocate, is present in Court on behalf of respondents No.1 to 3. He submits that, in case, the petitioner, invokes the dispute resolution clause, the competent authority shall immediately take cognizance of his representation/claim and deal therewith, in accordance with law and subject to the terms of the contract, as expeditiously as possible.

Accordingly, the petition is disposed off in terms of the statement made by learned counsel for the parties.

This Court is sanguine that if the petitioner approaches the competent authority, in terms of clause 15.1 and 15.2 (ibid), the concerns/grievances of the petitioner, that are sought to be raised in the petition, shall be considered by the competent authority and appropriate orders, in accordance with law, shall be passed.

Needless to assert that this order shall not constitute an expression of opinion on the merits of the case of either party.

(ARUN PALLI)
JUDGE

(MAHABIR SINGH SINDHU)
JUDGE

02.06.2023
Manoj Bhutani

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