

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

237

CWP-19395-2019

Date of decision: 13.02.2023

M/S NETWORK FOR INFORMATION AND COMPUTER
TECHNOLOGY

.....Petitioner

VERSUS

STATE OF HARYANA AND ORS

.....Respondents

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

Present:- Mr. Ashish Gupta, Advocate
for the petitioner.

Mr. Pankaj Mulwani, DAG, Haryana.

VINOD S. BHARDWAJ, J. (Oral)

The instant petition has been filed under Articles 226/227 of the Constitution of India for issuance of a writ in the nature of Mandamus directing the respondents to pay the amount of monthly bill for the month of June, 2012 to the tune of Rs. 94,55,980/-

Written statment on behalf of respondents No.1 & 2 had been filed wherein it has been averred that the petitioner was required to provide computer education under “Free Computer Education Programme” to the students from Class-6 to Class-12 for the period of three academic years w.e.f. 2010-11, 2011-12 and 2012-2013 in 1240 Government Senior Secondary Schools in the State of Haryana. The petitioner was also required to provide two faculties per month per school. The aforesaid project came to an end on 31.03.2013. It is furtehr averred that the bill in question had been raised for the month of

June, 2012 and during the said period, there were vacations and as such, no teaching work was undertaken in the schools. It is further contended by the counsel appearing on behalf of the respondent-State that the agreement in question contained an arbitration clause in the event of any dispute arose about the payment or for any differece/claim/demand.

Taking into consideration the objection raised in the reply filed in the year 2019 and failing of the petitioner to file any rejoinder, a dispute would arise for determination as to whether the petitioner would be entitled to raise a claim for the period of vacations as well. Since an arbitration clause has been prescribed in the agreement executed between the parties, the present petition is disposed of as not pressed at the stage with liberty to the petitioner to take recourse to the efficacious alternative remedy provided as per contract/else where as per the statue.

Disposed of as not pressed with liberties as aforesaid.

(VINOD S. BHARDWAJ)
JUDGE

FEBRUARY 13, 2023

Vishal sharma

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