

IN THE HIGH COURT OF PUNJAB & HARYANA
AT CHANDIGARH

311

Date of decision: 02.08.2023

(1)

CWP-25946-2021

GURJEET SINGH

.....Petitioner

VERSUS

STATE OF HARYANA AND OTHERS

.....Respondents

(2)

CWP-26040-2021

GURJEET SINGH

.....Petitioner

VERSUS

STATE OF HARYANA AND OTHERS

.....Respondents

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

Present:- Mr. Chirag Girdhar, Advocate and
Mr. R.K. Girdhar, Advocate
for the petitioner.

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

VINOD S. BHARDWAJ, J. (Oral)

Both these writ petitions are being decided by a common order. Facts are, however, taken from CWP-25946-2021 titled as “*Gurjeet Singh versus State of Haryana and others*”.

2. The prayer in the present petitions was for seeking issuance of directions to the respondents to settle the claim of the petitioner as per the dispute resolution system provided under Clause

23 of the conditions of Contract and to thereafter determine the amount payable to the petitioner, if any.

3. Counsel for the petitioner has contended that the respondents had issued a tender notice for work of rehabilitation of Barwala Sub minor whereupon the work was allotted to the petitioner on 18.09.2019. On account of certain technical error, the petitioner was directed to stop the work immediately till clarification of design vide communication dated 03.02.2020. The petitioner had been continuously pursuing the respondents for the requisite clarification so as to enable him to complete the work. However, the needful was not being done despite reminders having been sent by the petitioner. Consequently, the petitioner lodged his claim with the respondent No.4 as per Clause 23.1 for settlement and for claiming his due amount. It is averred that despite such requests having been forwarded, the respondents have not taken appropriate steps and rather directed the petitioner to recommence the work. Since the aforesaid communication was addressed after expiry of a period of nearly 02 years, it was not possible for the petitioner to continue execution of the said work at the rate submitted by him in the tender.

4. Counsel for the petitioner contends that at this juncture he would be satisfied in case the respondent authorities refer the dispute raised by the petitioner to the dispute resolution mechanism as contemplated in the contract.

5. Counsel for the respondent State had although levelled allegation with respect to the delay being attributable to the petitioner, however, he on instructions from Mr. Praveen Gupta, XEN, Adampur

Water Supply Division, Hisar contends that the respondent would have no objection to taking recourse to the dispute resolution mechanism as contemplated under Clause 23 of the agreement executed between the parties.

6. Accordingly, without commenting on the merits of the case and with the consent of the parties, the present writ petitions are disposed of with direction to the respondents to take appropriate measures on the dispute raised by the petitioner in terms of Clause 23 of the Agreement executed between the parties for dispute redressal. The needful shall be done expeditiously and preferably within a period of 02 months from the date of receipt of certified copy of this order.

The present writ petitions are disposed of.

(VINOD S. BHARDWAJ)
JUDGE

AUGUST 02, 2023

Vishal sharma

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