

OD 8

WPO/1337/2023
IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
ORIGINAL SIDE

M K DEVELOPERS
VS
UNION OF INDIA AND ORS.

BEFORE:

The Hon'ble JUSTICE SABYASACHI BHATTACHARYYA

Date: 21st May, 2024.

Appearance:
Mr. Tapas Dutta, Adv.
...for the petitioner

Mr. Atarup Banerjee, Adv.
Mr. Amal Kumar Datta, Adv.
...for the Union of India

The Court: Learned counsel for the respondents points out that there is an arbitration clause in the agreement between the parties. That apart, although the claim of the petitioner is for dues of work done by the petitioner, learned counsel for the respondents argues that despite the first extension having been given by the respondent authorities, the petitioner committed further delays, even beyond the period of extension and that the work was not duly completed by the petitioner.

Learned counsel for the petitioner, of course, refutes such contentions. However, in view of the nature of the factual disputes involved, an adjudication of

the issues require assessment of evidence from both sides, which is beyond the domain of the Writ Court. In any event, as there is an arbitration clause in the agreement between the parties and this court finds no palpable jurisdictional error to interfere in its writ jurisdiction, it would only be appropriate if the parties have their disputes resolved before the Arbitral Tribunal.

Hence, WPO/1337/2023 is disposed of without entering into the merits of the matter but by granting liberty to the petitioner to approach the Arbitral Tribunal with a reference in terms of the arbitration clause contained in the agreement between the parties for resolution of the disputes raised in the present writ petition. If such approach is made, it will be open to the arbitrator to decide all issues independently on their own merits without being prejudiced in any manner by the observations made herein.

(SABYASACHI BHATTACHARYYA, J.)