

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.14035 of 2017

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Globrin Systems and Solutions Ltd. a company incorporated under the Companies Act, 1956, having its Registered Office at 30, Bhagya Lakshmi Nagar, Gandhinagar, Hyderabad, Telangana, through its Director and authorized representative Mr. Binit Kumar aged about 51 years, son of Late Rabi Bhushan Prasad Resident of Tower- 15, Flat No. 1202, the Close South, Nirvana, Gurgaon Haryana- 122 018.

... .. Petitioner/s

Versus

1. Tilka Manjhi Bhagalpur University, Through Its Vice Chancellor
2. Vice- Chancellor, Tilka Manjhi Bhagalpur University, Bhagalpur, Bihar.
3. Registrar, Tilka Manjhi Bhagalpur University, Bhagalpur, Bihar.
4. Controller of Examination, Tilka Manjhi Bhagalpur University, Bhagalpur, Bihar.
5. Finance Officer, Tilka Manjhi Bhagalpur University, Bhagalpur, Bihar.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr/s Jitendra Kishore Verma Anjani Kumar Kumari Shreya Abhishek Kumar Srivastava Ravi Raj Shreyansh Goyal, Advocates
For the Respondent/s	:	None

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CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 20-08-2025

1. The petitioner has filed the Writ petition
for the following reliefs:-

*“That this is an application praying
for issuance of a writ in the nature of a writ
of mandamus or any other appropriate
writ(s) /order(s) / direction(s) to the
respondent authorities to make payment of*



the admitted and legitimate dues of Rs. 49,04,387.06/- along with penal interest @ 18% per annum, payable to the petitioner on account of the successful execution of the digitization work as agreed upon in the deed of agreement executed between the parties on 30.07.2009.

2. Heard the Learned counsel for the petitioner and perused the records. No one appears for the respondents.

3. The petitioner has brought on record the agreement executed between the petitioner and the respondent University. From perusal of the said agreement (Annexure-1), it appears that Clause 23, contains an arbitration clause. For better appreciation, Clause 23 of the agreement is reproduced below:

“In case of any dispute the matter shall be resolved first through ARBITRATION and the Vice Chancellor of the T.M. Bhagalpur University shall be the SOLE



ARBITRATOR.”

4. In view of the aforesaid arbitration clause, this Court takes note that an alternative remedy by way of arbitration is available to the petitioner for redressal of the grievances raised in the writ petition.

5. Accordingly, this Court is not inclined to exercise its extraordinary writ jurisdiction in the present matter. The writ petition is, therefore, disposed of with liberty to the petitioner to invoke the arbitration clause, as contained in the agreement for resolution of the dispute. It is made clear that this Court has not expressed any opinion on the merits of the case.

6. It is further directed that if such an application is filed for initiation of arbitration proceedings, the concerned authority shall liberally construe the limitation aspect, if applicable, and shall dispose of the arbitration case as expeditiously as possible as the dispute with respect to the due date of the year 2010 onwards.



7. In result, Writ petition is disposed off.

8. Interlocutory Application(s), if any, shall stand disposed of.

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	30.08.2025
Transmission Date	

