



Cont.P.No.3821 of 2024 and W.P.No.27581 of 2023

IN THE HIGH COURT OF JUDICATURE AT MADRAS

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Orders reserved on: 29.04.2025

Orders pronounced on : **22.05.2025**

CORAM :

THE HON'BLE MR.JUSTICE D. BHARATHA CHAKRAVARTHY

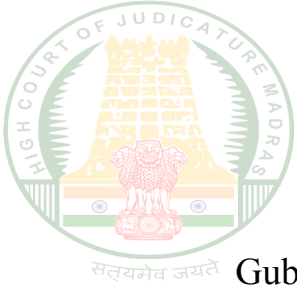
Cont.P.No.3821 of 2024 and W.P.No.27581 of 2023

In Cont.P.No.3821 of 2024 :-

1. M/s.Reha Environ Private Limited,
Formerly known as M/s.Kivar Environ Private Limited,
Represented by its Director,
Having its Registered Office at
No.18 C, 1st Main HSR Layout Sector-6,
Hosur Sarjapur Road, HSR Layout (Near Silk Board),
Banglore - 560 034.
2. Puducherry Municipal Services Private Limited,
Represented by its Director,
No.1, Hari Plaza, 8th Cross Street,
Anna Nagar, Puducherry - 605 001. .. Petitioners

Versus

1. Dr.Sharat Chauhan, I.A.S.,
Chief Secretary of Government of Puducherry,
II Floor, Chief Secretariat,

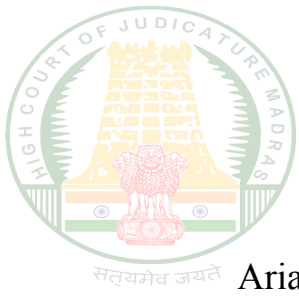


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Gubert Avenue, Puducherry - 605 001.

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2. S.Shakthyvel,
Director, Local Administration Department,
Puducherry,
No.2, Eveche Street, Puducherry - 605 001.
3. "POMS" Comprising of
S.Sivakumar,
The Commissioner,
Puducherry Municipality,
No.1 Dumas Street,
Puducherry - 605 001.
4. A.Suresh Raj,
The Commissioner,
Oulgaret Municipality,
Jawahar Nagar,
Opposite to Town & Country Planning Department,
Puducherry - 605 005.
5. D.Arumugam,
The Commissioner,
Villianur Commune Panchayat,
Villupuram Main Road,
Villianur, Puducherry.
6. V.Ramesh,
The Commissioner,
Ariankuppam Commune Panchayat,
Cuddalore Main Road,



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7. S.Shakthyvel,
Project Director, Puducherry Urban
Development Agency,
No.2, Eveche Street, Puducherry - 605 001. .. Respondents

In W.P.No.27581 of 2023 :-

1. M/s.Reha Environ Private Limited,
Formerly known as M/s.Kivar Environ Private Limited,
Represented by its Authorized Signatory Muralidhar I M,
Having its Registered Office at
No.18 C, 1st Main HSR Layout Sector-6,
Hosur Sarjapur Road, HSR Layout (Near Silk Board),
Bangalore - 560 034.
2. Puducherry Municipal Services Private Limited,
Represented by its Authorized Signatory Muralidhar I M,
No.1, Hari Plaza, 8th Cross Street,
Anna Nagar, Puducherry - 605 001. .. Petitioners

Versus

1. Government of Puducherry,
Represented by its Secretary,
II Floor, Chief Secretariat,
Gubert Avenue, Puducherry - 605 001.
2. Local Administration Department,
Represented by its Director,
No.2, Eveche Street, Puducherry - 605 001.



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3. "POMS" Comprising of

The Commissioner,
Puducherry Municipality,
No.1 Dumas Street,
Puducherry - 605 001.

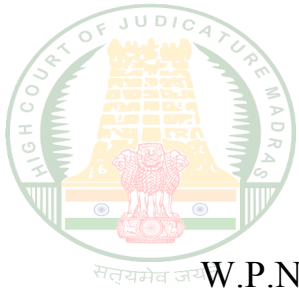
4. The Commissioner,
Oulgaret Municipality,
Jawahar Nagar,
Opposite to Town & Country Planning Department,
Puducherry - 605 005.

5. The Commissioner,
Villianur Commune Panchayat,
Villupuram Main Road,
Villianur, Puducherry.

6. The Commissioner,
Ariankuppam Commune Panchayat,
Cuddalore Main Road,
Ariankuppam, Puducherry.

7. Puducherry Urban Development Agency,
Represented by its Project Director,
No.2, Eveche Street, Puducherry - 605 001. .. Respondents

Prayer in Cont.P.No.3821 of 2024 : Contempt Petition filed under Section 11 of the Contempt Act, praying to punish the respondents for the willful disobedience of the order, dated 21.09.2023 passed by the Court in



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W.P.No.27581 of 2023.

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Prayer in W.P.No.27581 of 2023 : Writ Petition filed under Article 226 of the Constitution of India praying for a Writ of Mandamus to direct the respondents to release payments to the tune of Rs.61,54,93,998/-, along with interest which are payable to the petitioners under the Arbitral Award, dated 10.02.2022 and amended Arbitral Award, dated 31.03.2022.

For Petitioner : Mr.Anirudh Krishnan
(in both cases)

For Respondent : Mr.Ramaswamy Meyyappan,
(in both cases) Government Advocate (Pondicherry),
for RR-1 to 6

: Mr.T.P.Manokaran, Senior Counsel
Mr.T.M.Naveen, for R7

COMMON ORDER

The Writ Petition in W.P.No.27581 of 2023 is filed with a prayer to direct the respondents to release the payment of Rs.61,54,93,998/- along with interest payable to the petitioners under the Arbitral Award dated 10.02.2022, as amended on 31.03.2022.



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2. The brief facts in which the Writ Petition arises are that the Government of Puducherry, through its Local Administration Department, the Puducherry Urban Development Agency, the Puducherry Municipality, Oulgaret Municipality, Villianur Commune Panchayat, and Ariankuppam Commune Panchayat, invited expressions of interest for the establishment of an Integrated Municipal Solid Waste Management System for the four local bodies mentioned above, known as 'POMS'. The call was made on 03.09.2009. The project comprised the collection and transportation of solid waste, as well as the processing and landfilling of solid waste. It requires an investment of Rs.108 crores, of which, a capital of Rs.49.66 crores was granted under the JnNURM scheme, and the balance amount of Rs.58.34 crores was to be obtained through debt/equity by the Special Purpose Vehicle that is to be formed.

3. The first petitioner, *M/s.Reha Environ Private Limited* was the

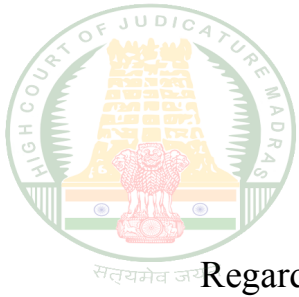


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successful bidder, and the second petitioner, Puducherry Municipal Services Private Limited, was formed as the Special Purpose Vehicle to carry out the project. It is important to note that, according to the agreement, the final price/tipping fee agreed upon was Rs.1746/- per tonne of Municipal Solid Waste, with an escalation of 5% per annum. The concession agreement was entered into on 18.10.2010. It appears that the project work was undertaken until March, 2012. The agreement was terminated on 23.08.2013, and disputes arose between the parties. There were claims and counterclaims, which were referred for arbitration by the sole arbitrator. The case was taken on file as A.F.No.72 of 2016. After the conclusion of the proceedings, an award was initially passed on 10.02.2022, with an amendment on 31.03.2022.

4. Upon a cumulative reading of the original and amended awards, it is evident that the Arbitrator rejected the counterclaim made by the Government of Puducherry, the respondents in the arbitration claim.

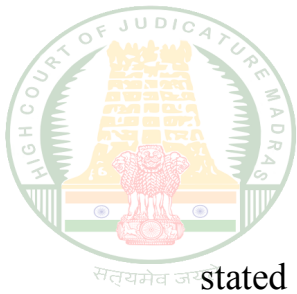


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Regarding the claim, a sum of Rs.2.48 crores for the outstanding amount in the mobilisation grant and a sum of Rs.25,53,42,384/-, as the tipping fee, was decreed with further interest at the rate of 6% per annum. Additionally, a sum of Rs.31,09,79,870/- was awarded for termination benefits, while all other claims made by the petitioners were rejected. Subsequently, an Execution Petition in E.P.SR.No.12219 of 2022 was filed on 04.11.2022. The first petitioner, namely *M/s.Reha Environ Private Limited* also filed Arb.O.P.(Comm.Div).No.587 of 2022, challenging the award to the extent that it dismissed claim No.5, namely, the interest for the past and *pendente lite*, amounting to Rs.40,53,20,039/-. Both the Original Petition and the Execution Petition were taken up together and by the order dated 30.08.2024, both petitions were ordered to be transferred to the file of the learned Principal District Judge, Puducherry.

5. Subsequently, it is noted that an Execution Petition in E.P.No.37 of 2024 was filed on 01.08.2024 and the proceedings are still pending. It is



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stated that the respondents filed an application to amend the cause title on the basis that the Chief Secretary cannot be held liable and the matter remains pending at that stage. Additionally, the petitioner has preferred O.M.P.(ENF).No.2034421 of 2022 on 09.12.2022, which is also pending at the admission stage before the High Court of Delhi. Furthermore, an appeal has been filed against the order of the learned Single Judge by the first petitioner in O.S.A.(CAD).No.132 of 2024. This matter is currently pending before the Hon'ble First Bench of this Court. It is noted that the Hon'ble First Bench also sought the respondents' response regarding the payment of the grant due under the Arbitral Award.

6. The order issued by the Hon'ble First Bench on 17.12.2024 is quoted below for easy reference:-

"Shri. Ravee Kumar appearing for respondents states that a meeting is being scheduled between appellants' representative and Chief Secretary of Pondicherry Government. The meeting is expected to take place this week. Mr.Ravee Kumar and Mr.Anirudh Krishnan hope that the matter will be sorted out.



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2. Stand over to 06.01.2025."

7. The further order passed on 20.01.2025 is as below:-

"Shri Raveekumar states that, without prejudice, though initial settlement meeting took place on or about 20th December, 2024, due to certain personal unavoidable reasons, the Chief Secretary of Union Territory of Puducherry had to go on leave and his instructions are he will resume on 27th January, 2025.

2. Shri Anirudh Krishnan states the contract pertains to 2010 and appellants have not been paid a single penny.

3. The matter be listed on 03.02.2025, as last chance."

8. The following is the further order that was passed on 03.02.2025:-

"Shri Raveekumar gives an undertaking on behalf of the Chief Secretary that the Chief Secretary will meet appellants on 13 th February, 2025 at 10.30 A.M. to explore settlement and, if required, the Chief Secretary shall make himself available whole day to settle the matter.

2. We take this as personal undertaking on behalf of the Chief Secretary of the Union Territory of Puducherry.

Stand over to 17.02.2025."

9. The order that was passed on 17.02.2025 is quoted hereunder:-



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"Counsel for appellant states that one meeting has happened towards settlement.

2. Shri Sankaranarayanan appearing for respondents states that on or before 07.03.2025, the matter might get worked out and, if it does not, on 10.03.2025, the Court may proceed with the hearing of the matter.

3. Stand over to 10.03.2025."

10. The further order that was passed on 10.03.2025 is as follows:-

"Mr.Ramaswamy Meyyappan for respondent Nos.1 and 2 states that the Government of Puducherry has decided to settle the decree and only some approvals have to be obtained. He does not know at what amount they have decided to settle, but his instructions are that the Government is seriously inclined to settle the matter.

2. We find that on one ground or the other, the respondents are dragging on the matter. Therefore, by way of indulgence, we stand over the matter to 17.03.2025."

11. It is stated that the matter is also further adjourned. In the meantime, the present Writ Petition has been filed, and by way of an interim order, on 21.09.2023, this Court, speaking through the Hon'ble Mr.Justice N.Seshasayee, passed the following order:-

"The petitioner was awarded a contract pertaining to solid waste management, and vis-a-vis the payment to be made to the petitioner there arose a dispute that sometime in 2011 the matter went to arbitration, and that



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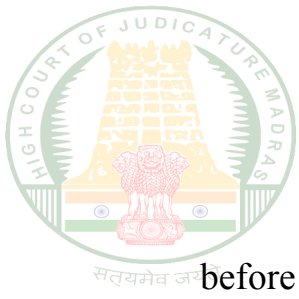
the arbitrator has passed an award in favour of the petitioner directing the respondents to pay a sum of Rs.61,54,93,998/-. The respondent Government has not gone in appeal challenging the award. In the meantime, the petitioner is also stated to have moved the High Court in the O.P. for awarding interest during the arbitral proceedings.

2.Mr.A.Tamilvanan, the learned Additional Government Pleader (Puducherry) takes notice for the respondents and makes a preliminary statement that the petitioner has filed an execution petition for realizing the sum and since the petitioner has elected to take recourse to execution, he cannot maintain the writ petition.

3.This Court now only requires the respondents to inform the Court when it proposes to deposit the award amount before the execution court. This is perhaps the 8th case in this season where the respondent is placed in an identical situation.

4.The Registry is now required to tag this matter along with W.P.No.27305 of 2023 etc. batch of cases and post the matter on 09.10.2023 under the same caption "for admission".

12. Complaining of willful disobedience, a Contempt Petition in Cont.P.No.3821 of 2024 has also been filed. When the matter came up for hearing in the Contempt Petition, this Court adjourned the matter on several occasions for compliance, including for the filing of an affidavit regarding the above order's directions. However, two representations have been made on behalf of the respondents: (a) Now that the Execution Petition is filed

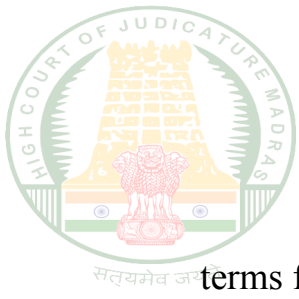


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before the learned Principal District Judge, Puducherry, nothing further needs to be entertained by this Court; (b) On the merits, there is a consistent representation that they are communicating with the first petitioner company and are attempting to settle the matter. Under these circumstances, the Writ Petition and the Contempt Petition were heard together.

13. *Mr.Anirudh Krishnan*, learned Counsel for the petitioners, submits that the Writ Petition to direct the respondents to fulfil the Arbitral Award is maintainable. The power of this Court under Article 226 of the Constitution of India to issue prerogative Writs to the authorities of the State is available. The respondents have not paid a single penny, even though the petitioner Company performed services related to Solid Waste Management between 2010 and 2013. Various proceedings, in the form of Execution Petitions, have yielded no results. The petitioner Company is unwilling to accept any compromise suggested by the respondent Government. The respondent Government cannot hold the petitioner Company for ransom and dictate



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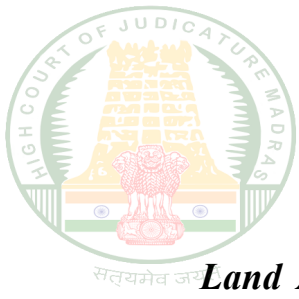
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terms for compromise.

14. The learned Counsel submits that since the Government of Puducherry never challenged the award, it has become final. The learned Counsel first relies on the judgment of the Hon'ble Supreme Court of India in ***M.P.Power Management Company Limited, Jabalpur Vs. Sky Power Southeast Solar India Private Limited and Ors.***¹ to contend that the Writ Petition will be maintainable (i) even in a contractual matter; (ii) even if there is an alternate remedy available; (iii) if the action of the respondents is not based on any principle; (iv) if it shows caprice or whim without any reasonable rationale; (v) if it is actuated without any good faith with oblique motive; and (vi) if it is wholly unreasonable.

15. The learned Counsel would then rely on the Five Bench judgment of the High Court of Andhra Pradesh in ***Bhimidi Annapoorna Bhavani Vs.***

¹ (2023) 2 SCC 703



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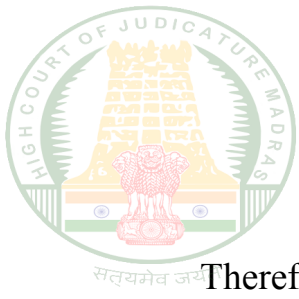
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Land Acquisition Officer² to contend that when the State is viewed as a delaying agent, even when the alternative remedy of execution proceedings is available, writ jurisdiction can be invoked, and directions can be issued to the State. The learned Counsel submits that the rationale behind this principle is that the State is expected to be a model litigant, as enunciated by the Hon'ble Supreme Court of India in **Urban Improvement Trust, Bikaner Vs. Mohan Lal**³.

16. Per *contra*, *Mr.Ramaswamy Meyyappan*, learned Government Advocate (Puducherry) for respondent Nos.1 to 6, submits that in this case, the petitioners are seeking enforcement of an Arbitral Award. The Arbitral Award is to be enforced as if it were a Civil Court decree under Section 36 of the Arbitration and Conciliation Act, 1996. In this case, the petitioner has already availed themselves of the available remedy, namely the filing of the Execution Petition, which is pending before the appropriate Court.

² 2005 SCC OnLine AP 167

³ (2010) 1 SCC 512

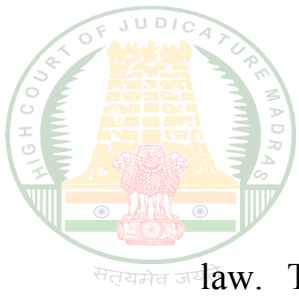


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Therefore, the petitioner cannot be permitted to pursue multiple remedies simultaneously.

17. In fact, the Government of Puducherry has several grievances regarding the Arbitral Award. Some aspects of the Arbitral Award may indeed be incorrect. However, the petition to set aside the award could not be filed in time. Considering the overall facts and circumstances, the Government of Puducherry is attempting to settle amicably with the first petitioner. Even though talks are currently ongoing, the present Writ Petition has been filed to hinder those discussions. The petitioners, on one hand, are negotiating with the Government and its authorities, while on the other hand, seeking relief from this Court. The interim order issued by this Court in the present Writ Petition is solely to represent the position of the Puducherry Government. The position of the Puducherry Government is that since the petitioners have already filed an Execution Petition, the Government of Puducherry will address the matter in accordance with the



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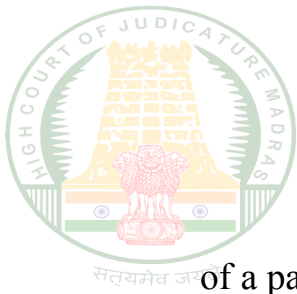
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law. Therefore, there is no willful disobedience of the interim order issued by this Court.

18. *Mr.T.P.Manokaran*, learned Senior Counsel for the Puducherry Urban Development Agency, would submit that the Writ Petition itself is an abuse of the process of law. Even though the petitioners may be decree holders, when they have already filed an Execution Petition, they cannot maintain the present Writ Petition. They are also pressing the very same aspect of payment of the amount before the Hon'ble First Bench of this Court, and it can be seen from the daily orders extracted above that this case cannot be independently considered by this Court. At best, this matter can also be clubbed together with the above Original Side Appeal.

19. The learned Senior Counsel would rely on the judgment of the Hon'ble Supreme Court of India in *Satya Pal Anand Vs. State of M.P.*⁴, specifically on paragraph Nos. 25 to 29. He would contend that the conduct

⁴ (2016) 10 SCC 767



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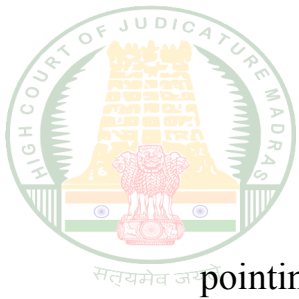
of a party invoking the remedy under Article 226 of the Constitution of India
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should be considered, and if more than one remedy is available, the party can choose their remedy, but cannot indulge in multiple actions simultaneously. If other statutory remedies are invoked, the Writ Petition is liable to be dismissed. The learned Senior Counsel would also rely on the judgment of the Hon'ble Supreme Court of India in ***CDC Financial Services (Mauritius) Ltd., Vs. BPL Communications Ltd. and Ors.***⁵, specifically referencing paragraph No.14, which states that the High Courts should not pass such orders under Article 226 of the Constitution of India concerning arbitration proceedings that involve other issues such as limitation, etc.

20. The learned Senior Counsel would rely on the order of the Delhi High Court in ***Delhi State Industrial and Infrastructure Development Corporation Limited Vs. M/s. M.K. Enterprises through its Partner SH.***

Mukesh Kumar Goyal in L.P.A. No. 373 of 2023, dated 03.02.2025, by

⁵ (2003) 12 SCC 140



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pointing out paragraph No. 5 of the said order. In paragraph No.5, the Delhi High Court relied on the judgment of the Hon'ble Supreme Court of India in ***National Highway Authority of India Vs. Sheetal Jaidev Vade and Ors.***⁶, wherein it was observed that if the High Courts convert themselves into Executing Courts and entertain Writ Petitions under Article 226 of the Constitution of India to execute the award passed by the Arbitral Tribunal/Court, the High Courts would be flooded with Writ Petitions to execute the award passed by the Arbitrator/Arbitral Tribunal/Arbitral Court.

21. The learned Senior Counsel would then rely on the judgment of this Court in ***M/s.Senthil and Co., represented by Partner Mr. P. Senthilvelavan Vs. The General Manager, Southern Railway and Anr.*** in W.P.No.8794 of 2024, dated 02.04.2024, where, in a similar Writ Petition, the parties were relegated to the mechanism provided for under the Act for the enforcement of the award. The learned Senior Counsel would also rely on the judgment of the Patna High Court in the ***Project Director, National***

⁶ 2022 SCC OnLine SC 1070



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Highway Authority, Araria at Purnea, Bihar and Anr. Vs. Md. Gufran Alam and Ors.⁷

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He submits that the parties must seek recourse under the Arbitration and Conciliation Act, 1996, to enforce the arbitral award. For the same proposition, the order of the High Court of Madhya Pradesh in *M/s. Kanchan Restaurant and Caterers through its Partner Sumant Tiwari Vs. Union of India and Ors.* in W.P.No.7176 of 2024, dated 15.04.2024, the order of the Allahabad High Court in *Rajveer Singh Vs. State of U.P and Ors.* in Writ.C.No.38667 of 2022, dated 10.04.2023, the orders of the High Court of Punjab and Haryana in *Anu Garg @ Anu Jain Vs. Union of India and Ors.* in I.CWP. No. 10182, 10184, and 10187 of 2021 (O & M), dated 14.07.2021, and *Sangeeta Devi and Union of India and Ors.*⁸ are relied upon.

22. Upon considering the rival submissions made on either side and perusing the material records of the case, the following question arises for

⁷ 2013 SCC OnLine Pat 411

⁸ 2022 SCC OnLine P&H 3299



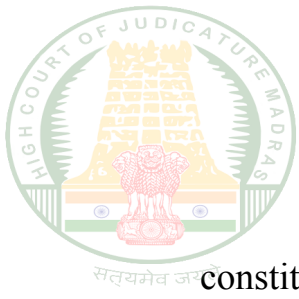
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consideration:-

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Whether this writ petition for payment of the amount due under the arbitral award can be entertained, and whether any relief should be granted, or whether the petitioner should be left to pursue the remedy of execution, which is already pending before the Civil Court?

23. The first contention to consider is that when the Hon'ble Division Bench is seized of the very same matter relating to the same arbitral award in O.S.A.(CAD).No.132 of 2024, this Court should not entertain the Writ Petition. The said Original Side Appeal arises from the Arbitral Original Petition filed by the petitioners herein concerning the disallowed portion of the award. A lower forum dealing with the matter cannot overreach and issue any orders contrary to the orders of higher fora, nor should it act in a manner that would render the pending *lis* before the Division Bench infructuous. I believe that the prayer made in the Writ Petition, although it follows the settlement attempt made before the Division Bench, does not



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constitute overreaching or make the matters pending before the Division Bench infructuous. Therefore, I am of the opinion that this Court can proceed to decide the matter.

24. The contention made on behalf of the respondents is that when an alternative remedy is available, the present Writ Petition cannot be entertained. In this regard, paragraph Nos.25 and 27 of the judgment of the Hon'ble Supreme Court of India in *Satya Pal Anand* (cited supra) are extracted hereunder:-

"25. It is a well-established position that the remedy of writ under Article 226 of the Constitution of India is extraordinary and discretionary. In exercise of writ jurisdiction, the High Court cannot be oblivious to the conduct of the party invoking that remedy. The fact that the party may have several remedies for the same cause of action, he must elect his remedy and cannot be permitted to indulge in multiplicity of actions. The exercise of discretion to issue a writ is a matter of granting equitable relief. It is a remedy in equity. In the present case, the High Court declined to interfere at the instance of the appellant having noticed the above clinching facts. No fault can be found with the approach of the High Court in refusing to exercise its writ jurisdiction because of the conduct of the appellant in pursuing multiple proceedings for the same relief and also because the appellant had an



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alternative and efficacious statutory remedy to which he has already resorted to. This view of the High Court has found favour with Dipak Misra, J. We respectfully agree with that view.

27. As the writ petition is liable to be dismissed with liberty to the appellant to pursue other statutory remedy already invoked by him, examining any other contention at his instance would be awarding premium to a litigant who does not deserve such indulgence. The fact whether the compromise deed entered into by the appellant was voluntary and at his own volition or under duress, is essentially a question of fact. That cannot be adjudicated in writ jurisdiction. Depending on the answer thereto, the other issues may become relevant and would arise for consideration. The only relief that can be granted and which has already been clarified by the High Court in the impugned judgment, is to keep all questions open to enable the appellant to pursue the statutory remedy already invoked by him. It is open to the appellant to contend in those proceedings that the extinguishment deed could not have been unilaterally executed by the Society. That plea can be examined by the statutory forum provided for that purpose."

25. Similarly, in a catena of decisions, it was held that for the enforcement of the arbitral award, the remedy available is the one under Section 36 of the Arbitration and Conciliation Act, 1996, i.e., filing of the Execution Petition. Therefore, usually, by following the dictums of several decisions of this Court as well as other High Courts, the Writ Petition to



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enforce the arbitral award cannot be entertained and, as such, it has to be dismissed, with liberty for the petitioners to continue the execution proceedings and execute the award. However, the following makes this case unique and extraordinary:

(i) The matter pertains to solid waste management, which is one of the principal duties of the local bodies and the State.

(ii) The contract was executed between 2010 and 2013, and the amounts claimed to be due are from that period. More than 12 years have passed.

(iii) In spite of the petitioner approaching multiple courts through various proceedings, the fact remains that as of today, not a single rupee has been paid.

(iv) It is the State that is taking a capricious and whimsical stand by refusing to comply with the decree, being the judgment debtor.

(v) It can be seen that, according to Section 36 of the Arbitration and Conciliation Act, 1996, the awards of the Arbitral Tribunal are enforceable



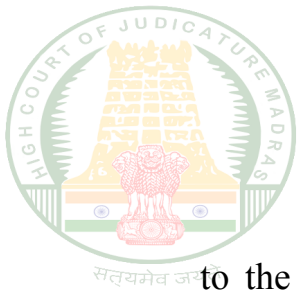
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as if they were decrees of the Principal Civil Court. No proceedings were taken to challenge the order, and the award of the Learned Sole Arbitrator has become final. The claim is of high value, and ultimately, even if any movable or immovable properties are attached, it can cause significant inconvenience only to the general public.

26. Under somewhat similar circumstances, even with regard to private parties, being the judgment debtors, the Division Bench of the Bombay High Court took a proactive stance concerning the awards issued under the RERA Act in ***Rustam Phiroze Mehta Vs. State of Maharashtra, through the Office of Government Pleader and Ors.***⁹. In this case, the Division Bench held that the High Court, under Article 226 of the Constitution of India, cannot completely disregard the violations of decrees issued by Subordinate Tribunals. The Court directed the judgment debtor to deposit the principal amount while relegating the parties to the alternative remedies available under the law. This judgment was subsequently appealed

⁹ 2021 SCC OnLine Bom 1090



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to the Hon'ble Supreme Court of India in ***Marvel Sigma Homes Private Limited Vs. Rustam Phiroze Mehta and Ors.*** in S.L.P.Civil.No.2122 of

2021, and by the order dated 12.02.2021, the Special Leave Petition was

dismissed on the following terms:-

"We give our full imprimature to the approach adopted by the High Court to ensure that in one manner or the other the petitioner honours the decree which has been passed against him.

The Special Leave Petition is dismissed.

Pending applications stand disposed of."

Therefore, the petitioners can be relegated to the alternative remedies; however, the Constitutional Court, exercising jurisdiction under Article 226 of the Constitution of India, should not overlook the stark fact that a litigant with a decree in his favor should not be made to run from pillar to post without realizing at least a portion of the decreed amount.

27. As a matter of fact, a reading of paragraph No. 82 of the judgment of the Hon'ble Supreme Court of India in ***M.P. Power Management Company Limited, Jabalpur*** (cited *supra*) clearly shows that the approach



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to addressing the entertainability of a Writ Petition must consider the overwhelming need to prevent arbitrary state action and avoid a miscarriage of justice resulting from palpable and unreasonable actions by the State. Even when the State claims it is negotiating to settle the matter and the dues pertain to the years 2010 to 2013, this Court believes that this is not a case where the petitioner can be left to pursue the alternative remedies without any relief whatsoever.

28. On the contrary, by adopting a similar approach to that of the Division Bench of the Bombay High Court, if one were to examine the award that has been passed, it can be observed that the award grants a total relief amounting to Rs.61,54,93,998/- along with further interest. Of the said award amount, a sum of Rs.31,09,79,870/- is designated for the termination benefit, which is in the nature of damages. An award of Rs.2.48 crores, representing the mobilisation grant, and a sum of Rs.25,53,44,384/- is granted towards the admitted amount due, calculated per tonnage of solid



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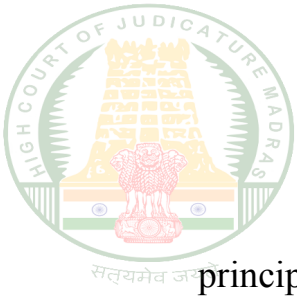
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waste removed by the petitioners, totalling Rs.28,01,52,384/- with further interest at 6% per annum.

29. Thus, I maintain that while directing the parties towards alternative remedies, specifically the remedy available before the Hon'ble First Bench of this Court in O.S.A.(CAD).No.132 of 2024 and the pending Execution Petitions before the appropriate Courts, this Court must strive to prevent miscarriage of justice at this stage of the Writ Petition, subject to adjustments in the relevant proceedings. Accordingly, a sum of Rs.15 crores can be ordered for payment on or before 31.07.2025.

30. Accordingly, the Writ Petition in W.P.No.27581 of 2023 is disposed of under the following terms:-

- (i) The respondents are directed to pay a sum of Rs.15 crores to the petitioners on or before 31st July, 2025;
- (ii) Regarding further sums due under the arbitral award, both for the



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principal and the interest, the parties are relegated to the alternative remedies available and being pursued by the petitioners.

(iii) There shall be no order as to costs.

31. In light of the final orders issued in the Writ Petition and the Contempt Petition in Cont.P.No.3821 of 2024 regarding willful disobedience of the interim Order, which directs the Government of Puducherry to record its stance, it is no longer necessary to proceed with the Contempt Petition. Therefore, the Contempt Petition in Cont.P.No.3821 of 2024 is closed.

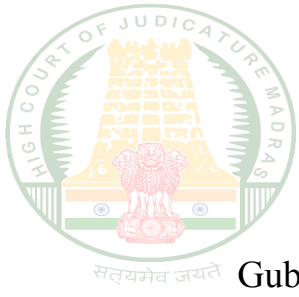
22.05.2025

Neutral Citation : yes
grs

To

1. The Secretary,
II Floor, Chief Secretariat,

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सत्यमेव जयते Gubert Avenue, Puducherry - 605 001.

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2. The Director,
Local Administration Department,
No.2, Eveche Street, Puducherry - 605 001.
3. The Commissioner,
Puducherry Municipality,
No.1 Dumas Street,
Puducherry - 605 001.
4. The Commissioner,
Oulgaret Municipality,
Jawahar Nagar,
Opposite to Town & Country Planning Department,
Puducherry - 605 005.
5. The Commissioner,
Villianur Commune Panchayat,
Villupuram Main Road,
Villianur, Puducherry.
6. The Commissioner,
Ariankuppam Commune Panchayat,
Cuddalore Main Road,
Ariankuppam, Puducherry.
7. The Project Director,
Puducherry Urban Development Agency,
No.2, Eveche Street, Puducherry - 605 001.



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D.BHARATHA CHAKRAVARTHY, J.

grs

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