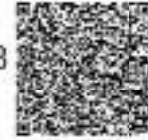


2025PHHC:014808



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

CWP-2743-2025

Date of Decision: 31.01.2025

M/s Devdhar Rice Mills

..... Petitioner

Versus

Union of India and others

..... Respondents

CORAM: HON'BLE MR. JUSTICE HARSH BUNGER

Present: Mr. Ranjit Saini, Advocate
for the petitioner,

HARSH BUNGER J. (ORAL)

Petition herein is, *inter alia*, for issuance of a writ in the nature of Certiorari to set aside orders dated 15.11.2024 (Annexure P-19) and 18.12.2024 (Annexure P-20) passed by the learned District Controller, Civil Supplies and Consumer Affairs, Fatehgarh Sahib.

2. The primary claim as sought to be raised by the petitioner at this stage is that respondent No.5 raised demand of Rs.1,99,66,698/- vide letter dated 15.11.2024 (Annexure P-19), against which the petitioner states that he has already deposited Rs.50,00,000/- on 24.12.2024 (Annexure P-21) in favour of the beneficiary PUNGRAIN Fatehgarh. The petitioner states that the concerned department is not settling his account.

3. During the course of hearing, the petitioner has admitted that there is an arbitration clause in the agreement executed between the parties.

4. It is well known that if the parties to a dispute had agreed to settle their dispute by arbitration and if there is an agreement in that regard,

the courts will not permit recourse to any other remedy without invoking the remedy by way of arbitration, unless of course both the parties to the dispute agree on another mode of dispute resolution.

5. The Hon'ble Supreme Court in "***State of U.P. Vs. Bridge & Roof Co. (India) Ltd.***", 1996 AIR 3515 (SCC p. 31, para 21), has observed as under:-

"Further, the contract in question contains a clause providing inter alia for settlement of disputes by reference to arbitration. The arbitrators can decide both questions of fact as well as questions of law. When the contract itself provides for a mode of settlement of disputes arising from the contract, there is no reason why the parties should not follow and adopt that remedy and invoke the extraordinary jurisdiction of the High Court under Article 226. The existence of an effective alternative remedy - in this case, provided in the contract itself - is a good ground for the court to decline to exercise its extraordinary jurisdiction under Article 226."

6. That apart, there are certain disputed questions of facts involved in the present writ petition.

7. In view of the above, the present writ petition is dismissed; however, the petitioner may (if so advised) invoke arbitration in terms of the agreement executed between the parties.

8. All the pending application(s), if any, shall also stand closed.

31.01.2025
Apurva

(HARSH BUNGER)
JUDGE

1. Whether speaking/reasoned : Yes/No

2. Whether reportable : Yes/No