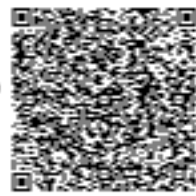


**CM-1864-LPA-2024 in/and
LPA-285-2021 (O&M)**

-2-

1. In the present appeal, the challenge is to the judgment dated 06.08.2018 passed by the learned Single Judge, wherein, certain direction has been given to release the amount in favour of the respondent-M/s Sindhu Construction Company in respect of certain works executed alongwith interest.
2. The operation of the said judgment dated 06.08.2018 of the said judgment has been stayed vide order dated 21.09.2021 passed by the Co-ordinate Division Bench of this Court.
3. Learned counsel for the appellant submits that keeping in view the fact that all the work assigned to the respondent-company has not been executed by the respondent-Company, therefore, the direction to release the amount alongwith interest in favour of the respondent-Company, is without considering the actual facts available on record, hence, the impugned judgment dated 06.08.2018 is liable to be set-aside.
4. Learned counsel for the appellant further submits that as per the agreement held between the parties, there is an arbitration clause existing in the said agreement and in case, any amount due to the respondent-company is not being given, the same cannot be decided in the writ petition as the same is being disputed by the appellant and respondent-company should avail the remedy of arbitration before the appropriate forum.
5. Learned counsel for the respondent submits a period of four years have already been elapsed since the filing of the present appeal and the amount due to the respondent-company is not being released in favour of the respondent-company so far, hence, the liberty be given to the respondent- company to avail the remedy of Arbitration keeping in view the



CM-1864-LPA-2024 in/and
LPA-285-2021 (O&M)

-3-

terms and conditions of the agreement held between the parties.

6. We have heard learned counsel for the parties and have gone through the case file with their able assistance.

7. Keeping in view the fact that in the present appeal the execution of the work is being disputed and since the disputed question of fact cannot be decided in the writ petition keeping in view the settled principle of law as settled by *Municipal Corporation, Aurangabad through its commission versus State of Maharashtra and others, (2015) 16 SCC 689* hence, the order dated 06.08.2018 passed by the learned Single Judge is hereby set-aside and the liberty is given to the respondents to avail the remedy of arbitration clause keeping in view the agreement between the parties.

8. It is made clear that the appellants have agreed not to take any plea with regard to the limitation for invoking the arbitration clause especially when the learned Single judge had passed the order dated 06.08.2018 in favour the respondent-Company.

9. The present petition is disposed of in above terms.

10. Pending civil miscellaneous application(s), if any, stand disposed of.

(HARSIMRAN SINGH SETHI)
JUDGE

(VIKAS SURI)
JUDGE

13.10.2025

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Whether speaking/reasoned: Yes/No

Whether Reportable: Yes/No