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

(103)

CWP-9897-2024 (O&M)

Date of decision:- 13.11.2025

**The Singhran Vikas Coop Labour & Construction Society Ltd. Hisar and
others** **...Petitioners**

Versus

**Chaudhary Charan Singh, Haryana Agricultural University, Hisar and
others** **...Respondents**

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present:- Dr. Sanjeev Kumar Bhar, Advocate, with
Mr. Pawan Kumar Jangra, Advocate, for the petitioners.

Mr. Shreenath A. Khemka, Advocate, with
Ms. Tresha Gupta, Advocate, for the respondents.

...

SUVIR SEHGAL, J. (Oral)**CM-604-CWP-2025**

1. Application is allowed, as prayed for.
2. Short replication along with copies of bills appended at Annexures P-57 to P-74, are taken on record.

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3. Petitioners have approached this Court *inter alia* seeking following reliefs:-

“(i) *A Civil Writ Petition under Article 226 of the Constitution of India in the nature of mandamus for directing the respondents to prepare the bills for the work executed to the petitioners by the respondents No.6 and 7 and made the payment as per work order issued by the respondents No.6 and 7 to the petitioners and release the payment with interest @ 18% per annum.*

(ii) *That the terms and conditions mentioned at 11 to 13 of Annexure P-52 be declared null and void.*



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(iii) *Prayer for mandamus be issued to the respondents to prepare the MB as per Annexure P-1 to the work order Annexure P-2 to Annexure P-46 and payment be made accordingly with interest @ 18% per annum.*

(iv) *The Annexure P-50 issued by respondent No.6 to the petitioner No.7 wherein the inclusions of electrical item work (HSR + CP) at Serial No.11 to 13 cost of HSR items (HSR + CP) be also declared null and void.”*

4. Counsel for the petitioners has argued that petitioners are empanelled contractors of Chaudhary Charan Singh Haryana Agricultural University, Hisar (for short “the University”) and had executed various works upto Rs.4.99 lacs on behalf of the University during the year 2022-2023, on the basis of work orders, Annexures P-2 to P-47. Counsel states that petitioners raised bills and some payments were made. He asserts that petitioners have come to know that bill proformas have been revised and deductions are being made from the amount due to the petitioners. He emphasizes that there is no agreement between the parties empowering the University to make any deduction.

5. Respondents have contested the writ petition by filing a reply, wherein it has been stated that petitioners are attempting to agitate a commercial dispute in garb of a writ petition, which is not permissible, and writ petition is not maintainable. It has been further stated that the University is processing the bills as per terms and conditions of the standard bidding document and that conditions No.11 to 13, on the basis of which deductions are being made form part of the work orders.

6. Mr. Shreenath A. Khemka, Advocate, for the respondents, asserts that work orders had been issued to petitioners No. 2, 3, 8, 9 and 11, whereas the other petitioners had agreed to work on the same terms as laid down in the



said work orders. He states that Clause 24 of the Conditions of Contract, Annexure R-2, which contains an arbitration clause, forms a part of the work orders. It is his argument that petitioners have an alternate remedy.

7. Having heard counsel for the parties and considering their submissions, this Court is of the opinion that the writ petition is not maintainable. Petitioners have challenged deductions made by the University from the payments due to them. Stand of the respondents is that the deductions are as per the conditions of the work orders. A dispute has, therefore, arisen between the parties, which requires to be adjudicated. Clause 24 of the Conditions of Contract, Annexure R-2, contains provision for resolution of any dispute or difference through the medium of an arbitration. Writ Court is not the proper forum to determine the dispute between the parties, which involves interpretation of the clauses of Conditions of Contract. Petitioners are at liberty to avail the alternative remedy available to them under the contract.

8. Petition is dismissed, as not maintainable.

9. Liberty is granted to the petitioner to take recourse to the remedy of arbitration or any other remedy, they deem appropriate under the law.

(SUVIR SEHGAL)
JUDGE

13.11.2025
Pardeep

Whether Speaking/Reasoned	Yes
Whether Reportable	Yes