

**CWP-21200-2025****-1-****IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH****(114)****CWP-21200-2025****Date of decision:- 05.03.2026****RAM RUP MALIK****... PETITIONER****VERSUS****STATE OF HARYANA AND ANOTHER****... RESPONDENTS****CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL**

Present:- Ms. Komal Sidhu, Advocate for the petitioner.

Mr. Deepak Vashisth, DAG, Haryana.

SUVIR SEHGAL, J. (ORAL)

1. This petition has been filed, *inter alia*, for issuance of a writ, in the nature of certiorari, for quashing recovery order dated 24.04.2025, Annexure P-7, passed by respondent No.2 and for directing the respondents to make final payment to petitioner against the work completed by him.

2. Counsel for the petitioner submits that petitioner was allotted work of laying down of pipelines and tubewells in various villages in Rai Constituency, District Sonipat vide memo dated 24.04.2018, Annexure P-2. Counsel states that work was to be completed within six months, but on request of petitioner, time for completion of work was extended upto 31.01.2023 as is evident from Annexure P-3, but Sarpanch of village Nahari asked petitioner to stop the work. The pipes to be laid as well as other material was kept in a locked room, but 294 pipes were stolen and petitioner registered an FIR bearing No.87, dated 14.02.2021, under Section 380, IPC at Police Station Kundli, District Sonipat, Annexure P-4. Counsel states that the respondents initiated proceedings to recover the cost of the pipes and by virtue

**CWP-21200-2025****-2-**

of impugned order, Annexure P-7, ordered recovery of Rs.30,48,248/- from petitioner.

3. Upon notice, writ petition has been contested by the respondents by filing a written statement, wherein it has been stated that it was the responsibility of petitioner to safeguard machinery, equipment etc. and due to his carelessness, a theft took place. Respondents stated that petitioner failed to complete the work within the stipulated time and he is liable to compensate the respondents for the loss caused by him. It has been stated that petitioner had approached this Court at an earlier stage by filing a writ petition, which was withdrawn by him on 20.05.2025, Annexure R-3, with liberty to file a fresh one with better particulars. State counsel has supported the impugned action and points out that a contract agreement entered into between the parties contains a clause for resolution of dispute through the medium of arbitration and in view thereof, instant petition is not maintainable.

4. I have heard counsel for the parties and considered their respective submissions.

5. There is no dispute that a contract agreement bearing No.443/2018, Annexure R-1, was entered between the parties for laying down of pipelines and tubewells. Clause 25 (a) (1) of the agreement provides that in case of any dispute or difference between petitioner and the respondents, whether before the commencement or during the progress or after its completion etc., it shall in the first instance be referred for settlement to the Executive Engineer-in-Charge of the work on a request to be sent in writing by the contractor. This clause stipulates that within a period of 60 days of being requested, Executive Engineer-in-charge shall convey his decision to the contractor and his decision shall be final and binding. Clause 25(a)(2)



CWP-21200-2025

-3-

provides that all disputes and differences in respect of which decision is not final, shall on request to be made in writing, be referred for adjudication to a sole arbitrator. It is, therefore, evident that an alternate forum has been provided to petitioner for resolution of any dispute, which has arisen out of the contract agreement between the parties.

6. Petitioner has questioned the action of the respondents, whereby recovery is being effected from him on account of his alleged failure to safeguard the material. As to whether the responsibility to take care of the material is that of petitioner or the respondents is a matter, which is to be adjudicated on the basis of evidence to be led by the parties. In exercise of writ jurisdiction, this Court is not in a position to determine this dispute. As the petitioner has an alternate efficacious remedy of invoking the Clause 25(a), *ibid*, this Court refrains itself from going into the realm of the dispute. Petitioner has a remedy to approach the Executive Engineer-in-charge or resort to arbitration and present petition cannot be entertained.

7. Petition is dismissed as not maintainable. Liberty is granted to petitioner to take recourse to the remedy provided to him under the contract, Annexure R-1.

(SUVIR SEHGAL)
JUDGE

05.03.2026
Kamal

Whether Speaking/Reasoned	Yes/No
Whether Reportable	Yes/No