



CWP Nos. 35222, 36244 and 36616 of 2025
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**IN THE HIGH COURT OF PUNJAB & HARYANA AT
CHANDIGARH**

(106-1)

CWP-35222-2025
Date of decision:- 27.05.2026

Naresh Kumar

... Petitioner

Versus

State of Haryana and others

... Respondents

(106-2)

CWP-36244-2025

Rakesh Kumar

... Petitioner

Versus

State of Haryana and others

... Respondents

(107)

CWP-36616-2025

Vijay Kumar

... Petitioner

Versus

State of Haryana and others

... Respondents

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL
HON'BLE MR. JUSTICE VIKAS SURI

Present:- Mr. Mohan Singla, Advocate
for the petitioner(s) in all cases.

Mr. Deepak Bhardwaj, Addl. A.G., Haryana
for the State-respondent No.1 in all cases.

Mr. Vishal Sauda, Advocate
for respondents No.2 to 4 in all cases.

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- 1) This singular order shall dispose of all the above noted petitions as the dispute involved in all the cases is similar. For the sake of convenience, factual position is being taken from CWP-35222-2025.
- 2) Petitioner has approached this Court, *inter alia*, for issuance of a writ of certiorari for quashing letter dated 07.11.2025, Annexure P-5, whereby allotment of Vita booth to petitioner at Baddo Patti Toll Plaza (up & down side), has been terminated and an advertisement dated 11.11.2025, Annexure P-6, has been issued for its re-allotment.
- 3) Counsel for the petitioner states that a Vita booth was allotted to petitioner vide letter dated 06.02.2019, Annexure P-1, and he is running its since then after making a huge investment. Counsel states that in October, 2025, petitioner suffered medical issues and underwent surgery on 15.10.2025. He has referred to his medical record, Annexure P-2. Counsel states that as petitioner could not attend day-to-day operations, he engaged an employee and when premises was inspected on 24.10.2025, the employee was found present at the booth. Counsel states that in response to a notice dated 30.10.2025, Annexure P-3, petitioner submitted a detailed reply dated 09.11.2025, Annexure P-4, but without considering it, booth has been terminated vide the impugned letter dated 07.11.2025, Annexure P-5. Counsel points out that thereafter, booth has been advertised on 11.11.2025, Annexure P-6. By referring to the policy, Annexure P-7, for allotment of Vita booths, counsel for the petitioner states that petitioner has not violated any terms and conditions of the allotment letter. It is his argument that grant of two days time to file response to the notice, Annexure P-4, was not adequate and the respondents

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have done a lip service to the principles of natural justice. He asserts that as the termination has been done by the Chief Executive Officer, District Cooperative Milk Producers Union Limited, which is a government undertaking, it is amenable to the writ jurisdiction of this Court.

4) *Per contra*, writ petition has been contested by the respondents by filing a response, wherein a primary objection has been taken that petitioner has an alternate remedy of approaching an Arbitrator under Clause 30 of the policy, Annexure P-7. He states that this clause specifically provides for the reference of a dispute to the Chief Administrative Officer of the Union, who can be the sole Arbitrator and his decision is final and binding on the parties. Reference has also been made by him to Clause 14 of the policy, which provides that an allottee has to submit an affidavit that he will not sublet, transfer, sell, etc., the allotted milk booth. It is the argument of the counsel for the respondents that petitioner was found to have sublet the booth and termination has been carried out after giving a due opportunity to petitioner to present his case.

5) We have heard counsel for the parties and considered their respective submission, besides examining the documents referred to by them.

6) Clause 30 of the policy, Annexure P-7, reads as under:-

“The dispute, if any, shall be referred to by either party to the Chief Administrative Officer of the Federation as Sole Arbitrator and the decision of the Arbitrator shall be final and binding on both parties.”

7) It is a well-settled principle that where an efficacious alternative remedy is available, particularly a remedy founded on an agreed dispute resolution clause, this Court would refrain from exercising extra-ordinary writ jurisdiction, unless exceptional circumstances are made out. In the present

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case, this Court does not find any such exceptional circumstance warranting bypassing of the contractual remedy available to petitioner. A perusal of the impugned communication as well as the response filed by respondents shows that petitioner was given an opportunity to show cause on 30.10.2025, Annexure P-3, and petitioner submitted a response, Annexure P-4, which was duly considered by the respondents while terminating the Vita milk booth. Therefore, it does not lie in the mouth of the petitioner to contend that there has been a breach of the principles of natural justice.

8) This Court will now refer to the stipulation in Clause 30 of the policy, Annexure P-7, which has been reproduced above. A perusal of the clause shows that all disputes or differences arising out of or in any way concerning the allotment are required to be referred for adjudication to the Chief Administrator Officer, who shall arbitrate the dispute. In view of the judgment of the Hon'ble Supreme Court in **Perkins Eastman Architects DPC & Anr. v. HSCC (India) Ltd., (2020) 20 SCC 760**, neither the Chief Administrator nor any official nominated by him can be appointed as an Arbitrator. The dispute has to be determined by an independent Arbitrator.

9) Accordingly, petition is disposed of. Shri T.P.S. Phoolka, IAS (Retd.) House No.105, IAS-PCS Officers Society, New Chandigarh, Punjab, (Mob.9872511105), is appointed as the sole Arbitrator to adjudicate the dispute between the parties, subject to declaration to be made by him under Section 12 of the Arbitration and Conciliation Act, 1996 (for short, 'Arbitration Act'), with regard to his independence and impartiality to adjudicate the dispute.

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- 10) Parties are directed to appear before the Arbitrator on 22.07.2026, at 10:00 A.M., at the address mentioned above or at any other place, time or day fixed by the learned Arbitrator.
- 11) Fee shall be paid to the Arbitrator in accordance with the Fourth Schedule of the Arbitration Act, as amended.
- 12) Learned Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the Arbitration Act.
- 13) Parties will be at liberty to raise all the claims, counter claims, defences, pleas etc. before the Arbitrator.
- 14) Needless to mention that all the questions arising between them in this matter will remain open for determination in the arbitral proceedings and any observation made hereinabove will not be binding on the learned Arbitrator.
- 15) A copy of this order be sent to the nominated Arbitrator.

(SUVIR SEHGAL)
JUDGE

(VIKAS SURI)
JUDGE

27.05.2026

Kamal

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