



HIGH COURT OF CHHATTISGARH AT BILASPUR

**DB: Hon'ble Shri Sunil Kumar Sinha &
Hon'ble Shri Radhe Shyam Sharma, JJ.**

Writ Petition (C) No.7135/2011

Petitioner

Jagatpal Singh, S/o. Shri
Harnarayan Singh, aged about 61
years, Prop. M/s. Jagatpal Singh
(A-5 Contractor), R/o. T-5, Adarsh
Nagar, Durg, Distt. Durg (CG)

Vs.

Respondents

1. State of Chhattisgarh
Through the Secretary Tribal
Development Department, DKS
Bhawan, Raipur (CG)
2. Additional Commissioner, Tribal
Development Department,
Collector Building, Durg, distt.
Durg (CG)
3. Executive Engineer, Rural
Engineer Service, Durg, Distt.
Durg (CG)

Writ Petition Under Article 226 of the Constitution of India

Present: Shri HB Agrawal, Sr. Advocate with Shri JK Gupta,
counsel for the petitioner.
Shri Ajay Dwivedi, Dy. Govt. Advocate for the State/
respondents, on advance copy.

ORAL ORDER

(Passed on 30th November, 2011)

Heard on admission.

2. The petitioner was awarded contract for construction of 500
bedded boys hostel for Tribal Science Development Center, Durg.
An agreement dated 28.7.2011 was executed between the petitioner
and the authorities of the State. By orders dated 21.9.2011
(Annexure-P/7), and 01.10.2011 (Annexure-P/9), it was informed that

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the place of construction has been changed by the Government and now the hostel is to be constructed in Jagdalpur. By further order dated 17.11.2011 (Annexure-P/11), the petitioner was directed to deposit the mobilization advance. The petitioner has challenged the validity of the above three orders.

3. Shri Agrawal, learned Sr. Advocate appearing for the petitioner, submits that major part of the mobilization amount has already been utilized by the petitioner, therefore, the orders impugned, particularly order dated 17.11.2011 (Annexure-P/11) are unjustified and the petitioner cannot be directed to deposit the mobilization amount in the above manner, because, the place of construction has been changed on account of the decision of the Government.

4. Perusal of the agreement would show that there is arbitration clause in the agreement vide Clause No.28. In light of the above arbitration clause in the agreement, it would not be appropriate for this Court to entertain this writ petition as disputed questions of facts relating to utilization of mobilization amount have to be decided.

5. We, therefore, decline to entertain this writ petition in light of the arbitration clause in the agreement. The writ petition, therefore, is dismissed. However, the petitioner would be at liberty to avail the remedy of arbitration or any other remedy, which may be available to him under the law.

Sd/-
Sunil Kumar Sinha
Judge

Sd/-
R.S.Sharma
Judge