

**HIGH COURT OF TRIPURA  
AGARTALA**

ARB.P. No.01/2019

1. Sri Sreepati Saha, S/O. Late Nimai Chand Saha,

2. Sri Bikram Saha, S/O. Sri Sreepati Saha,

Both are residents of 23, Akhaura Road, Agartala, District-West Tripura, Pin-799001.

----Petitioner(s)

Versus

1. The State of Tripura, Represented by its Secretary, Department of School Education, Government of Tripura, Agartala, Tripura.

2. The Secretary, Tripura Board of Secondary Education, Pandit Nehru Complex, Gurkhabasti, Agartala, Tripura, Pin-799006.

----Respondent(s)

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For Petitioner(s) : Ms. Sujata Deb (Gupta), Advocate.

For Respondent(s) : Mr. Paramartha Datta, Advocate,  
Mr. H. Sarkar, Advocate,  
Mr. T. Debbarma, Advocate.

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**HON'BLE THE CHIEF JUSTICE MR. SANJAY KAROL**

**Order**

**29/03/2019**

In terms of the present petition, petitioners seek appointment of an arbitrator for resolution of the dispute having arisen *inter se* the parties.

It is seen that vide agreement dated 09.12.2014 and 31.08.2015, the Tripura Board of Secondary Education, awarded work order in favour of the petitioners enabling publication of certain text books of English and Bengali language for Class-IX and Class-XII.

It is also seen that prior to the filing of the instant petition, petitioners did send a notice under Section 80 of the Code of Civil Procedure, which was duly replied by the Board, inter alia,

refuting breach of the terms of the agreement containing the arbitration clause.

Mr. Paramartha Datta, learned counsel for the respondent-Board, invites attention of this Court to the averments made in the petition, inter alia, leading to formation of opinion that the dispute primarily pertains to the period beyond the period stipulated in the work order dated 09.12.2014 and 31.08.2015. Thus, according to the learned counsel, the best remedy available with the petitioners is to institute a proper suit, before the appropriate forum in accordance with law.

Responding to the same, Ms. Sujata Deb (Gupta), learned counsel for the petitioners, states that it is the petitioners' apprehension that any such suit instituted may be got stalled or objected to on the ground of agreement containing the arbitration clause. To which, learned counsel for the respondent-Board, fairly responded by stating that no such objection can ever be taken or allowed to be taken.

Under these circumstances, more so for the reason that the dispute primarily pertains to the period post execution of the period stipulated under the agreement, as also the fact that there are issues other than subject matter of the agreement, as highlighted in the petition, pertaining to verbal issuance of the orders for continuing with the execution of the work, it would be only in the fitness of circumstances that petitioners file a proper suit, seeking vindication of its rights in accordance with law.

Statement of the learned counsel for the respondent-Board is accepted and taken on record.

In view of the aforesaid, the arbitration petition stands disposed of.

**(SANJAY KAROL), CJ**

*Pulak*

