

2025:PHHC:108827



CWP-16633-2017

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

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CWP-16633-2017

Date of Decision:19.08.2025

KAMALJEET VERMA

...PETITIONER

VERSUS

BHAKRA BEAS MANAGEMENT BOARD AND ORS

...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SUVIR SEHGAL

Present: Mr. Sachin Gupta Ladwa, Advocate
for the petitioner.

Mr. Sachin Mittal, Advocate
for the respondents.

SUVIR SEHGAL, J.(ORAL)

1. Instant petition has been filed *inter alia* for issuance of a writ in the nature of mandamus directing the respondents to release the payment for work done by the petitioner-society alongwith interest @ 18%.

2. Counsel for the petitioner submits that petitioner was engaged as a Contractor to re-construct defective/tilted boundary wall at 220 KV Sub Station, BBMB, Sangrur, Punjab, vide allotment letter, Annexure P-1, and he completed the work to the satisfaction of the respondents as is evident from report, Annexure P-2. Counsel asserts that respondents have not



released the complete payment despite service of a legal notice, Annexure P-3, which has remained unattended.

3. Upon notice, writ petition has been contested by the respondents by filing a written statement and subsequently an additional affidavit was filed by them. Respondents have submitted that work was to be completed within a period of 180 days from the issuance of work order, but petitioner failed to adhere to the time frame and did not complete the work as per the specifications in the work order. It has been submitted that various letters were addressed to the petitioner pointing out the shortcomings and defects. Reference has also been made to an inspection carried out by the vigilance team on 08.03.2017, Annexure R-5. A stand has been taken that an amount of Rs.33,30,991/- was paid to the petitioner against 1st and 2nd bills, but as the petitioner failed to conclude the work and abandoned it, he is not entitled to the balance payment. It has been stated that penalty of Rs.1,43,756/- has been imposed and is to be recovered from the petitioner.

4. By making a reference to the terms and conditions of the contract agreement dated 04.04.2016, Annexure R-1, counsel for the respondents submits that as a dispute has arisen between the parties, Clause 3.19 provides for the settlement of disputes through the medium of arbitration. By referring to the said clause, he submits that a mechanism for raising a dispute and appointment of an Arbitrator has been laid down, which the petitioner has not adhered to.

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5. After hearing counsel for the parties, this Court is of the view that a dispute regarding the balance payment has arisen between the parties. On the basis of the pleadings filed by the parties, this Court is not in a position to determine whether the petitioner is entitled to the balance amount or whether any recovery is to be effected from him. As there are differences between the parties and a contract entered into between them, which contains an arbitration clause, this Court refrains from exercising its power under the extra-ordinary writ jurisdiction.

6. Writ petition is dismissed.

7. Liberty is, however, granted to the petitioner to avail the remedy available to him in accordance with law.

19.08.2025

*sheetal***(SUVIR SEHGAL)
JUDGE**

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