



2025:CGHC:38589-DB

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WA No. 321 of 2024

1 - M/s B. Braun Medical (India) Private Limited Through Mr. Upamanyu Talukdar, Deputy General Manager-Legal And Compliance, S/o Sarat Talukdar Office At A-601, 6th Floor, Boomerang, Near Chandivali Studio, Andheri (East), Mumbai, Maharashtra. 400072(Petitioner)

... Petitioner(s)

versus

1 - State Of Chhattisgarh Through The Secretary, Department Of Health And Family Welfare Mantralaya, Mahanadi Bhavan, Atal Ngar, Raipur, Chhattisgarh.....(Respondent No.1)

2 - Chhattisgarh Medical Services Corporation Limited Through Its Managing Director North-West Commercial Complex, Sector-24, Atal Nagar, Chhattisgarh.....(Respondent No.2)

3 - General Manager Equipment, Chhattisgarh Medical Services Corporaqtion Limited, North- West Commercial Complex, Sector-27, Atal Nagar, Chhattisgarh.....(Respondent No.3)

4 - Principle Secretary Finance Department, State Of Chhattisgarh, Director Chhattisgarh Medical Services Corporation Limited. North-West Commercial Complex, Sector-27, Atal Nagar, Chhattisgarh.....(Respondent No. 04)

5 - Dks Post Graduate Institute And Research Center Through Its Medical Superintendent, Dks Bhawan, Shastri Chowk, Raipur, Chhattisgarh.....(Respondent No.5)

---- Respondent(s)

(Cause title taken from Case Information System)

For Appellant(s)	:	Mr. Kishore Bhaduri, Senior Advocate along with Mr. Harsh Dave, Advocate
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For Respondent(s) No. 1, 4 & 5/State	:	Mr. Shashank Thakur, Deputy A.G.
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For Respondent(s) No. 2 & 3 : Mr. Trivikram Nayak, Advocate

Hon'ble Shri Ramesh Sinha, Chief Justice
Hon'ble Shri Ravindra Kumar Agrawal, Judge

Order on Board

Per Ramesh Sinha, C.J.

05/08/2025

1. The present writ appeal has been filed by the writ appellants against the impugned order dated 08.04.2024, passed by learned Single Judge, in WPC No. 1807 of 2024, whereby the writ petition filed by the writ petitioner/writ appellant is dismissed and liberty was given to him to approach the Arbitrator as per clause 20(2) of the contract document.
2. The brief facts of the case are that, the respondent No.2/Chhattisgarh Medical Services Corporation Limited (in short 'CGMSCL') was incorporated in the year 2010 under the Companies Act, 1956 and the company is limited under the Health and Family Welfare Department of Chhattisgarh State. It deals with the procurement and distribution of quality and tested drugs, medical equipment and infrastructure service concerns to the health of the people in the State. The CGMSCL floated an NIT on 03.11.2014 for supply of medical equipment and the petitioner company was successful bidder being L-1 and his bid was accepted. Two purchase orders dated 31.12.2016 for supply of 200 syringe pumps and dated 22.05.2017 for supply of 100 syringe pumps were placed. The petitioner had supplied the required equipment on 30.07.2017 and 23.06.2017 respectively to the DKS Super-specialty Hospital, Raipur under the instructions of the respondent authorities and in the terms of the contract. The total cost of the said medical

equipment was Rs. 1,05,57,000/- and Rs. 52,78,500/- respectively. After supply and installation of the equipment, the respondent authorities have issued a certificate and the purchase order was completed on 28.09.2018. However, the payment for supplies was not made in accordance with clause 13 of the terms of the contract and an amount of Rs. 52,78,500/- towards purchase order dated 23.06.2017 and Rs. 26,39,250/- is withheld by the respondent authorities against another purchase order bearing No. EQP/767/17-18.

3. In another tender issued by the CGMSCL on 30.03.2017 for supply of 08 CRRT Machines as per their given specifications. The petitioner was again the successful bidder and purchase order was issued on 12.12.2017, which was amounting to Rs. 3,09,69,003/-, which was also supplied and installed by the CGMSCL on 26.09.2018 and a certificate was obtained. A due payment of supplies cannot made in accordance with clause 13 of the terms of contract and an amount of Rs. 1,54,84,502/- is outstanding against the said purchase order No. EQP/852/17-18.
4. On 05.08.2017, another NIT was issued by the CGMSCL for supply of 300 syringe infusion pumps and the purchase order dated 22.06.2018 was issued to the petitioner for the same. The said purchase order was also completed on 17.08.2018, which was amounting to Rs. 1,73,71,200/- and supplied and installed the medical equipment. This amount of Rs. 1,73,71,200/- was also remained due against the purchase order No. EQP/150/18-19, dated 22.06.2018.
5. The respondent authorities have never disputed the quality of the medical equipment, under which the purchase order was issued and

have not pointed out any defect in the equipment supplied by the petitioner. The respondent authorities only paid 37% of the total amount of the supplied equipment as partial payment and remaining amount is still outstanding. The petitioner made several representations to the authorities concerned for release of his remaining amount, but the same has not been given any heed by the respondent authorities. Despite withholding the payments, the petitioner duly attended the equipment supplied by him and provided regular servicing, repairs and preventive maintenance as per the terms of the contract, even during the Lockdown period. As per the terms of the contract, the petitioner company preferred mediation before the mediation authority constituted under the Legal Services Act, 1987, but the same could not be commenced due to inaction of the respondent authorities. On 21.12.2023, the CGMSCL has informed that for the insufficiency of funds, the payments could not be cleared and the CGMSCL is communicating with the State authorities for clearance of the payment. Since, the remaining payment of supplied equipment have not been made to the petitioner, he has filed the writ petition claiming the following relief(s):-

10.1 This Hon'ble Court may kindly be pleased to call for a record of the entire tender process which is the subject matter of the present petition.

10.2 That the Hon'ble Court may kindly be pleased to issue a writ in the nature of mandamus directing the Respondent Corporation to make good remittance of the payment pending to be made to the petitioner for the undisputed services already rendered by the Petitioner.

10.3 That the Hon'ble Court may kindly be pleased to direct

the Respondent Corporation to make the outstanding payments of Rs. 4,07,94,566/- (Indian Rupees Four Crore Seven Lakhs Ninety-Four Thousand Five Hundred Sixty-Six) as per the invoices raised by the Petitioner along with interest.

10.4 That the Hon'ble Court may kindly be pleased to grant any other relief(s)/ order(s)/ direction(s) in favor of the petitioner, which this Hon'ble Court may deem fit and proper in the facts and circumstances of the case, in the interest of justice.

10.5 Cost of the litigation.

6. On 08.04.2024, when the matter was came up for hearing before the learned Single Judge, the learned Single Judge dismissed the writ petition on the ground that, there is an arbitration clause in the contract between the parties and there is a dispute between the parties with respect to terms of the contract and supply of equipment. While dismissing the writ petition of the petitioner/writ appellant, the learned Single Judge has also given liberty to the petitioner to approach the arbitrator as per clause 20(2) of the contract. Hence this appeal.
7. Learned counsel for the writ appellant would submit that, the non-payment of legitimate and undisputed amount of the appellant would seriously prejudice him as the huge amount of the appellant is withheld by the respondent authorities without any justifiable reason. The CGMSCL has admitted its liability, owing to inadequate funds and disbursement of the amount was hindered. Despite the clear admission by the CGMSCL, the learned Single Judge has erroneously considered that there exists between the parties. The respondents/State is taking shelter of the FIR registered against the authorities, but the same has no bearing upon the payment of the

supplied equipment to the appellant, because the reason for non-payment is non-availability of funds. The claim of the petitioner is admitted by the respondent authorities that the petitioner had supplied the medical equipment under the terms of the contract and purchase order. The learned Single Judge has not considered the fact that, when parties have acknowledged liability without dispute, the availability of alternative remedy does not hinder resolution. The admitted liability for unpaid dues can be considered by the Court and ordered for making its payment. In such an admitted claim of the petitioner, there exists no dispute qua the claim, therefore, resorting to arbitration would be a futile exercise. The appellant is entitled for the undisputed amount of supplied equipment to the CGMSCL/State Government, but the same has been withheld without any cogent reasons or any fault on the part of the appellant. He would also submit that the petitioner had tried to get the dispute resolved through mediator and he moved an application for mediation before the Mediation Authority constituted under the Legal Services Act, but the respondent authorities were not interested in mediation. He would also refer to various letters issued by the CGMSCL to the State Government for release of funds to show that the claim of the petitioner is admitted by the respondent authorities, therefore, the order passed by the learned Single Judge is erroneous and the same is liable to be set-aside and the claimed reliefs may be granted to the petitioner. Learned counsel for the writ appellant would rely upon the judgment of **“Utkal Highways Engineers and Contractors v. Chief General Manager and others”** 2025 SCC OnLine SC 1400, **“Surya Constructions v. State of Uttar Pradesh”** 2019 (16) SCC 794, **“M/s.**

Jalakash v. State of Uttar Pradesh and others” SLP(C) No. 6036 of 2020, order dated 25.01.2024, **“Popatrao Vyankatrao Patil v. State of Maharashtra and others”** 2020 (19) SCC 241, **“Rajasthan State Electricity Board v. Union of India and others”** 2008 (5) SCC 632, **“State of Chhattisgarh v. Baba Vishwanath Constructions”** 2025 SCC OnLine Chh 2961. The judgments cited by learned counsel for the writ appellant are with respect to undisputed and admitted claims, but in the present case, the claim of the petitioner is not admitted and the petitioner proceeded towards clause 20(2) of the contract document by making application before the Legal Services Authorities for pre-institution mediation. Although, the availability of alternative remedy is always not bar, but in the present case, there exists a disputed question of facts, including registration of the FIR against the authorities concerned, and therefore, the judgments cited by the writ appellant do not help him in the case.

8. In the present case, since no return was filed in the writ petition by the respondents No. 2 and 3/CGMSCL, vide order dated 01.07.2024, they taken time to file return in the present writ appeal and ultimately, they have filed their return on 14.11.2024. In the return, the respondents No. 2 and 3 denied the claim of the writ appellant and submitted that as per clause 20 of the contract, the writ petitioner/writ appellant is having alternative remedy of arbitration. The present dispute concerns with payment of bills and invoices and the petitioner has already availed the remedy of mediation; the writ petition is not maintainable. Though, they admitted that the writ appellant was awarded 03 separate tenders for respective category of medical equipment, but the writ appellant

has clubbed all the claims in the present writ petition, which are having distinct and separate cause of action. It is also submitted in the return that there was a huge scam unearthed wherein direct allegations were found against the DKS Hospital Authorities with respect to placing several requisitions for supply of medical equipment with the collusion of the CGMSCL and the petitioner. The embezzlement of funds to the tune of Rs. 50-60 crores approximately were also alleged which related to the tenders for supply of medical equipment and FIR bearing crime No. 70 of 2019 is also registered at police station Gole Bazar, Raipur. Since the tenders were issued without due approval and sanction, the payments have not been cleared by the appropriate authority for the reason of ongoing investigation. The allotment of tenders and role played by the respective parties have a direct nexus and outcome of the case. Since, the letter dated 03.04.2018 clarifies that the payments have to be made by DKS Hospital, the answering respondents is not liable to make payment to the petitioner. Thus, the DKS Hospital as well as the State is liable to make payment and not the answering respondents. As per the information available with the answering respondents, the dispute with respect to payment of various bills are intricately linked with the act committed by the then officials of DKS Hospital, Raipur and when there is serious dispute with respect to floating of tender, it would not be proper to disburse the payment of bills involved in the dispute. It is also the return of the respondents No. 2 and 3 that, in the contractual and disputed matters, the writ petition is not maintainable, as the parties are having an alternative remedy of arbitration for resolution of the dispute. Even otherwise, the petitioner has already availed a civil remedy by filing an application before the

District Legal Services Authority, Raipur (in short 'DLSA') under the Commercial Courts Act, 2015 for prelitigation mediation. The DLSA issued notice to the respondent authorities and in reply to that, a letter was issued on 21.12.2023 to the petitioner. The letter being harped upon, is not an admission of the amount payable or otherwise and it was only indicative on the subject and pertaining to ongoing investigation. The said letter is not a conclusive proof of any liability. The said proceeding before the DLSA has already been closed and there is delay of 5-6 years in claiming the said amount of 03 distinct tenders. It is also replied that the learned Single Judge has rightly considered the nature of dispute and availability of alternative remedy of arbitration as provided under clause 20(2) of the contract and has rightly dismissed the writ petition of the writ petitioner.

9. On 23.07.2025, the respondents/State have also filed their return in the present writ appeal and submitted that, there is a disputed question of facts in the present case and there is remedy of arbitration clause in the terms of the contract, which are binding upon the parties and the writ petitioner/appellant may take recourse of alternative remedy of arbitration under the terms of the contract, as provided under clause 20 of the NIT. Learned Single Judge has rightly dismissed the writ petition filed by the writ appellant in view of the alternative efficacious remedy of arbitration in the subject matter. It is also the return of the State that, in between 2014 to 2018, the CGMSCL floated multiple tenders for purchase of medical equipment for DKS Hospital and other medical departments of the State. After supply of medical equipment under the NIT, he raised invoices against

the purchase orders, however, a fraud was committed during the existence of said NIT and an FIR of crime No. 70 of 2019 has been registered at police station Gole Bazar, Raipur, in which the investigation is pending. In the present case, though the claim was raised by the petitioner, but in view of the fraud and FIR, the payment has been withheld and the claim of the petitioner has not been admitted by the department. The petitioner has not raised any issue with regard to violation of principles of natural justice or to breach of fundamental rights. The learned Single Judge was of the view that the petitioner may raise its claim before the arbitrator as there exists a dispute between the parties. It is also replied that the dispute is in between the petitioner/company and the respondent/CGMSCL and the parties are bound by the doctrine of privity of contract and the State has no role in the present dispute. Considering the dispute between the parties and settled legal position in the field, the learned Single Judge has dismissed the writ petition reserving liberty to the petitioner to avail the alternative remedy of arbitration as provided under clause 20(2) of the terms of the contract, in which there is no illegality or infirmity and the writ appeal is liable to be dismissed.

10. We have heard learned counsel for the parties and perused the materials annexed with the writ appeal as well as the writ petition.
11. The award of the work contract to the petitioner is not disputed by the respondents, however, the dispute is about payment under the work contract. The claim of the petitioner is that the amount due towards the work contract is an admitted claim by the respondents' side and they have no right to withheld the said amount. The writ appellant would

rely upon the letter dated 21.12.2023 (Annexure P/14), whereby the CGMSCL has informed the District Legal Services Authority, Raipur that they have already sent a request to the State Government for payment of remaining dues, and as and when it would come from the State Government it will be paid to the petitioner. From perusal of the said letter dated 21.12.2023, it transpires that it is only a communication to the District Legal Services Authority by the CGMSCL with respect to the information about payment in the mediation proceeding initiated on the application made by the petitioner before the District Legal Services Authority, Raipur. It cannot be said to be an admission by the respondents regarding their liability to pay the amount under contract to the petitioner. In the said letter dated 21.12.2023, it was also informed that only after receiving the amount from the State Government, it could be paid. It is also informed that with respect to the fraud and embezzlement of government fund of about Rs. 50 crores, an FIR of crime No. 70 of 2019 is registered at Gole Bazar police station, Raipur and with respect to the payments, the necessary action would be taken in accordance with law after obtaining the funds from the government.

12. Clause 20 of the work contract executed between the parties provides the resolution of disputes, which reads as under:-

20. Resolution of Disputes

1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2. If after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms. These mechanisms may include, but or not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration. The venue of arbitration shall be Raipur, Chhattisgarh.

13. It is also not in dispute that the petitioner approached to the Mediation Authority constituted under the Legal Services Act, 1987 at Raipur under the Commercial Courts (Pre-institution Medication and Settlement) Rules, 2018, and since the respondents have disputed the claim of the petitioner and not interested in mediation, as an FIR has already been lodged with respect to the fraud detected in transaction, they shown their disinterest in the mediation and the mediation proceeding was closed.
14. In the matter of “**Kerala SEB v. Kurien E. Kalathil**” 2000 (6) SCC 293, the Hon'ble Supreme Court has held that:-

10. We find that there is a merit in the first contention of Mr. Rawal. Learned Counsel has rightly questioned the maintainability of the writ petition. The interpretation and implementation of a clause in a contract cannot be the subject-matter of a writ petition. Whether the contract envisages actual payment or not is a question of construction of contract? If a term of a contract is violated, ordinarily the remedy is not the writ petition under Article 226. We are also unable to agree with the observations of the High Court that

the contractor was seeking enforcement of a statutory contract. A contract would not become statutory simply because it is for construction of a public utility and it has been awarded by a statutory body. We are also unable to agree with the observation of the High Court that since the obligations imposed by the contract on the contracting parties come within the purview of the Contract Act, that would not make the contract statutory. Clearly, the High Court fell into an error in coming to the conclusion that the contract in question was statutory in nature.

11. A statute may expressly or impliedly confer power on a statutory body to enter into contracts in order to enable it to discharge its functions. Dispute arising out of the terms of such contracts or alleged breaches have to be settled by the ordinary principles of law of contract. The fact that one of the parties to the agreement is a statutory or public body will not of itself affect the principles to be applied. The disputes about the meaning of a covenant in a contract or its enforceability have to be determined according to the usual principles of the Contract Act. Every act of a statutory body need not necessarily involve an exercise of statutory power. Statutory bodies, like private parties, have power to contract or deal with property. Such activities may not raise any issue of public law. In the present case, it has not been shown how the contract is statutory. The contract between the parties is in the realm of private law. It is not a statutory contract. The disputes relating to interpretation of the terms and conditions of such a contract could not have been agitated in a petition under Article 226 of the Constitution of India. That is a matter for adjudication by a civil Court or in arbitration if provided for in the contract. Whether any amount is due and if so, how much and refusal of the appellant to pay it is justified or not, are not the matters which could have been agitated and decided in a writ petition. The contractor should have been relegated to other remedies.

15. In the matter of “**Joshi Technologies International Inc. v. Union of India**” 2015 (7) SCC 728, the Hon'ble Supreme Court has held as under:-

*59. First case which needs to be referred is **Bareilly Development Authority v. Ajai Pal Singh and Ors.** MANU/SC/0058/1989 : (1989) 1 SCR 743. That was the case where Appellate Authority had undertaken construction of dwelling units for people belonging to different income groups and the cost at which such flats were to be allotted to the allottees. However, it was mentioned that the cost stated was only estimated cost and subject to increase or decrease according to rise or fall in the price at the time of completion of property. The authority increased the cost and monthly installment rates which it demanded from the allottees were almost doubled and cost and rates of installments initially stated in the brochure. Respondents/allottees filed writ petition challenging the same and in this context question of maintainability of the writ petition arose.*

*High Court, relying upon the judgment of the Supreme Court in the case of **Ramana Dayaram Shetty v. Airport Authority of India** MANU/SC/0048/1979 : (1979) 11 LLJ 217 SC allowed the writ petition by observing as under:*

“It has not been disputed that the contesting opposite party is included within the term 'other authority' mentioned Under Article 12 of the constitution. Therefore, the contesting opposite parties cannot be permitted to act arbitrarily with the principle which meets the test of reason and relevance. Where an authority appears acting unreasonably, this Court is not powerless and a writ of mandamus can be issued for performing its duty free from arbitrariness or unreasonableness.”

69. Further legal position which emerges from various judgments of this Court dealing with different situations/aspects relating to the contracts entered into by the State/public Authority with private parties, can be summarized as under:

(i) At the stage of entering into a contract, the State acts purely in its executive capacity and is bound by the obligations of fairness.

(ii) State in its executive capacity, even in the contractual field, is under obligation to act fairly and cannot practice some discrimination.

(iii) Even in cases where question is of choice or consideration of competing claims before entering into the field of contract, facts have to be investigated and found before the question of a violation of Article 14 could arise. If those facts are disputed and require assessment of evidence the correctness of which can only be tested satisfactorily by taking detailed evidence, Involving examination and cross-examination of witnesses, the case could not be conveniently or satisfactorily decided in proceedings Under Article 226 of the Constitution. In such cases court can direct the aggrieved party to resort to alternate remedy of civil suit etc.

(iv) Writ jurisdiction of High Court Under Article 226 was not intended to facilitate avoidance of obligation voluntarily incurred.

16. In the matter of “**Director of Agriculture v. M.V. Ramachandran**” SLP(C) No. 18371 of 2021, order dated 17.03.2023, the Hon'ble Supreme Court has observed that:-

“We fail to appreciate how the writ petition before the learned Single Judge could have been entertained for recovery of

money alleged to have been due and payable under the bills/invoices. The learned Single Judge, as such, ought not to have been entertained the writ petition under Article 226 of the Constitution of India for recovery of money under the bills/invoices, more particularly, when in fact the original writ petitioner(s) availed the remedy before Civil Court and filed Civil Suit, which came to be dismissed in default.

The aforesaid aspect has not been considered even by the Division Bench of the High Court.”

17. In the matter of “**M.P. Power Management Co. Ltd. v. Sky Power Southeast Solar India (P) Ltd.**” 2023 (2) SCC 703, while dealing with the issue of writ jurisdiction by a Court in the matters arising out of a contract, has stated that:-

82.7. The existence of an alternate remedy, is, undoubtedly, a matter to be borne in mind in declining relief in a writ petition in a contractual matter. Again, the question as to whether the writ petitioner must be told off the gates, would depend upon the nature of the claim and relief sought by the petitioner, the questions, which would have to be decided, and, most importantly, whether there are disputed questions of fact, resolution of which is necessary, as an indispensable prelude to the grant of the relief sought. Undoubtedly, while there is no prohibition, in the writ court even deciding disputed questions of fact, particularly when the dispute surrounds demystifying of documents only, the Court may relegate the party to the remedy by way of a civil suit.

18. In the matter of “**PHR Invent Educational Society v. UCO Bank**” 2024 SCC OnLine SC 528, the Hon'ble Supreme Court has held that, the aggrieved party has the effective alternative remedy for resolution of the dispute as per the agreement entered between the parties, and therefore, the writ petition should not be entertained by the High Court

solely for the purpose of recovery of the money/dues. The Hon'ble Supreme Court has held that:-

15. It could thus be seen that, this Court has clearly held that the High Court will ordinarily not entertain a petition under Article 226 of the Constitution if an effective remedy is available to the aggrieved person. It has been held that this rule applies with greater rigour in matters involving recovery of taxes, cess, fees, other types of public money and the dues of banks and other financial institutions. The Court clearly observed that, while dealing with the petitions involving challenge to the action taken for recovery of the public dues, etc., the High Court must keep in mind that the legislation enacted by Parliament and State Legislatures for recovery of such dues are a code unto themselves inasmuch as they not only contain comprehensive procedure for recovery of the dues but also envisage constitution of quasi-judicial bodies for redressal of the grievance of any aggrieved person. It has been held that, though the powers of the High Court under Article 226 of the Constitution are of widest amplitude, still the Courts cannot be oblivious of the rules of self-imposed restraint evolved by this Court. The Court further held that though the rule of exhaustion of alternative remedy is a rule of discretion and not one of compulsion, still it is difficult to fathom any reason why the High Court should entertain a petition filed under Article 226 of the Constitution.

22. It can thus be seen that it is more than a settled legal position of law that in such matters, the High Court should not entertain a petition under Article 226 of the Constitution particularly when an alternative statutory remedy is available.

30. It has however been clarified that the High Court will not entertain a petition under Article 226 of the Constitution if an

effective alternative remedy is available to the aggrieved person or the statute under which the action complained of has been taken itself contains a mechanism for redressal of grievance.

19. From the facts of the present case, it further transpires that there is disputed questions of fact involved in the case and in such circumstances, the High Court should not exercise its jurisdiction under Article 226 of the Constitution of India. The claim of admitted and undisputed amount sought by the petitioner is contingent upon the decision taken by the State Government with respect to the fraud detected in the transaction, for which an FIR has already been registered at Gole Bazar police station, Raipur.

20. In the matter of “**Subhash Jain v. Rajeshwari Shivam**” 2021 SCC OnLine SC 562, the Hon'ble Supreme Court has held that:-

26. It is well settled that the High Court exercising its extraordinary writ jurisdiction under Article 226 of Constitution of India, does not adjudicate hotly disputed questions of facts. It is not for the High Court to make a comparative assessment of conflicting technical reports and decide which one is acceptable.

21. Subsequently, in “**Union of India v. Puna Hinda**” 2021 (10) SCC 690, the Hon'ble Supreme Court has observed that:-

24. Therefore, the dispute could not be raised by way of a writ petition on the disputed questions of fact. Though, the jurisdiction of the High Court is wide but in respect of pure contractual matters in the field of private law, having no statutory flavour, are better adjudicated upon by the forum agreed to by the parties. The dispute as to whether the amount is payable or not and/or how much amount is payable are disputed questions of facts. There is no admission on the part of the Appellants to

infer that the amount stands crystallized. Therefore, in the absence of any acceptance of Joint Survey Report by the competent authority, no right would accrue to the writ Petitioner only because measurements cannot be undertaken after passage of time. May be, the resurvey cannot take place but the measurement books of the work executed from time to time would form a reasonable basis for assessing the amount due and payable to the writ Petitioner, but such process could be undertaken only by the agreed forum i.e. arbitration and not by the Writ Court as it does not have the expertise in respect of measurements or construction of roads.

22. In the present case, clause 20(2) of the contract document specifically provides for resolution of disputes by an arbitration. The petitioner has already proceeded for pre-institution mediation under the Commercial Courts Act and Legal Services Authorities Act. The respondent authorities have not accepted or admitted the claim of the petitioner; however, they disputed the claim on the ground that fraud has been detected in the transaction and the FIR has already been registered at Gole Bazar police station against the authorities concerned. There are various disputed questions of facts involved in the present case. the letter dated 21.12.2023 is only an intimation to the Legal Services Authority, Raipur with respect to the status of the claim of the petitioner. It cannot be taken as admission of the liability of payment to the petitioner. It further transpires that the petitioner has claimed in the writ petition for payment of outstanding dues of Rs. 4,07,94,566/- as per the invoices raised by the petitioner along with the interest, which, in the opinion of this Court, purely a contractual dispute and issue of recovery of money against the supply of goods under the contract.

23. From perusal of the impugned order, passed by Hon'ble Single Judge,

it transpires that the learned Single Judge has also considered the nature of dispute between the parties, issue involved and availability of alternative remedy of arbitration and has dismissed the writ petition reserving the liberty to approach the arbitrator as provided under clause 20(2) of the contract document, in which we do not find any palpable infirmity or perversity to entertain this appeal.

24. Upon perusing the impugned order, we noticed that the same has been rendered by the learned Single Judge with cogent and justifiable reasons. In an intra-court appeal, no interference is usually warranted unless palpable infirmities are noticed. Learned Single Judge while dismissing the writ petition by the impugned order has adverted to the facts of the case and the law applicable to it.
25. We do not find any good ground to interfere with the finding recorded by learned Single Judge and the appeal being devoid of merits, liable to be and hereby **dismissed**.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice

ved

Digitally signed by VEDPRAKASH DEWANGAN Date: 2025.08.08 19:08:59 +0530
