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Chhattisgarh High Court

Case No: Writ Petition (C) No. 1598 Of 2018

M/s Patil Construction And Infrastructure Ltd.		APPELLANT
	Vs	
State Of Chhattisgarh And Ors		RESPONDENT

Date of Decision: June 20, 2018

Hon'ble Judges: Thottathil B. Radhakrishnan, CJ; Parth Prateem Sahu, J

Bench: Division Bench

Advocate: Sunil Otwani, Harsh Wardhan, U.N.S. Deo, R. K. Kesharwani

Judgement

Thottathil B. Radhakrishnan, CJ

1. We have heard the learned counsel for the Petitioner, the learned Government Advocate and the learned counsel for Respondents No.2 & 3.

2. The limited issue that arises for decision at this point of time is as to whether the procedure provided by Clause 24 and 25 of the General Conditions

of the terms of the contract between the Petitioner and the 1 st Respondent is to be further delayed.

3. Reading Clauses 24.1 & 25 relating to the method of constitution of Dispute Review Expert and the procedure to be carried by that authority, it is

indisputable that once the dispute is notified by the Contractor it has to go through the process provided in Clauses 24 & 25 and end by the rendition of

a decision as enjoined in Clause 25. The fixation of time limit in that Clause is a clear indicator that the constitution of the Dispute Review Expert and

consideration of the dispute by that Review Expert cannot be dragged on. {See for support the decision of this Court in W.P.(C) No. 2202 of 2012

(M/s. Laxmi Construction Company v. State of Chhattisgarh & Others) passed on 10.01.2013}. We concur with that precedent and follow it.

4. Hence, without expressing anything further on merits, this writ petition is ordered directing that the dispute raised by the Petitioner, if received and

pending, shall be considered and decided upon by the competent authority, in accordance with the requirement of the contract between the parties in

that regard. The respondents, who are bestowed with the duty to get such dispute decided, shall ensure that such decision is taken within the earliest

possible time frame in consonance with the terms of the contract. Pending such consideration of the dispute for resolution, no coercive action,

including encashing any bank guarantee, or other steps, shall be taken against the Petitioner.