2025:DHC:1804

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* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

% *Date of Decision: 11th March, 2025*

\+ W.P.(C) 2839/2020

RAMCHANDER .....Petitioner

Through: Mr. Anil Goel, Mr. Aditya Goel and Mr. Chanchal Sharma, Advocates.

versus

UNION OF INDIA & ANR .....Respondents

Through: Mr. Om Prakash, SPC with Mr. Chandresh Pratap and Ms. Swati Mishra, Advocates with Mr. Digvijay Singh, CMI/Legal.

CORAM:
HON'BLE MS. JUSTICE JYOTI SINGH

JUDGEMENT

JYOTI SINGH, J. (ORAL)

1. This writ petition is preferred on behalf of the Petitioner seeking a direction to the Respondents to refund an amount of Rs.5,54,079/- along with interest @ 18 per cent per annum from the date excess payment was made by the Petitioner to the Railways till realisation of the money, in light of judgment dated 28.08.2017 passed by this Court in OMP (COMM) 5/2015, titled '***Ram Chander v. Union of India & Another'***.

2. Factual matrix to the extent necessary is that Petitioner entered into a Lease Agreement on 09.06.2008 with the Railways for leasing parcel space in brake vans in Train No. 2280-R Ex. HNZM to JHS. The Lease Agreement was for a period of three years i.e. from 03.04.2008 to 02.04.2011 with a clause for extension of lease by a further period of two

years. The lease rate was Rs.5,114/- per day. Clause 18.1 of the Agreement provided for extension of the lease by two years at a lease rate of 25% more than the lumpsum lease freight rate.

3. Petitioner's case is that on 17.01.2011, he sent a request for extension of lease period for two years and offered to pay 25% extra freight i.e. Rs.6,392.50. Despite several reminders, Railways did not extend the Lease Agreement and constrained, Petitioner filed a petition under Section 9 of the Arbitration and Conciliation Act, 1996 ('1996 Act') being OMP No. 246/2011. On 25.04.2011, Court allowed the Petitioner to operate the lease at the highest bid amount of Rs.9,654/- plus 2% development charge as the space had been put up for bidding. Later, vide order dated 04.08.2011, Petitioner was permitted to operate the lease for two years at enhanced lease rate of 25% plus 2% development charge, subject to Petitioner invoking the arbitration agreement within six weeks, which the Petitioner did on 10.08.2011 and Railways appointed a sole Arbitrator.

4. Petitioner filed the Statement of Claim seeking refund of Rs.5,54,079/- along with pre-reference, post-reference and *pendente lite* interest @ 18% per annum. It was the case of the Petitioner before the learned Arbitrator that Railways had received this amount as excess payment being over and above the enhanced lease rate of 25%. The learned Sole Arbitrator rendered his award on 26.05.2015, rejecting the claim of the Petitioner for refund of Rs.5,54,079/-.

5. Petitioner challenged the arbitral award before this Court by filing a petition under Section 34 of the 1996 Act in OMP (COMM) 5/2015, titled '***Ram Chander v. Union of India & Another'.*** After hearing the parties, vide judgment dated 28.08.2017, Court set aside the award dated 26.05.2015

holding that the award of the learned Arbitrator was passed in ignorance of the judgment of this Court in OMP 754/2010 dated 04.08.2011, as also other judgments, directing renewal of lease under similar facts at an enhanced rate of 25% and suffered from patent illegality. Reliance was placed on the judgment of the Supreme Court in ***Associate Builders v. Delhi Development Authority, (2015) 3 SCC 49.***

6. Petitioner thereafter filed an application being IA No. 4321/2018 under Sections 152 and 151 CPC for rectification/clarification of judgment dated 28.07.2017. Petitioner averred that in the Objection Petition, he had challenged the impugned award and also sought a direction for refund of Rs.5,54,079/- with interest, however, there was no direction in the judgment to refund Rs.5,54,079/-, which was a clerical/typographical mistake apparent on the face of the record arising out of an accidental slip and omission by the Court. This application was dismissed by the Court on 11.07.2019, holding that as the award had been set aside, necessary consequences would follow as per law and it was not for the Court to give directions and to accept the claims of the Petitioner. It was also observed that Petitioner was free to take steps as per law.

7. Aggrieved by the judgment dated 28.08.2017 and order dated 11.07.2019, Petitioner preferred an appeal under Section 37 of the 1996 Act against the judgment being FAO (OS) (COMM) No. 359/2019. The Division Bench declined to condone the delay in filing the appeal as no sufficient cause was shown for a delay of 621 days and accordingly dismissed the application seeking condonation of delay and consequently the appeal vide order dated 13.12.2019. After the dismissal of the appeal, Petitioner preferred the present writ petition seeking refund.

8. Learned counsel for the Petitioner submits that vide judgment dated 28.08.2017 passed in OMP (COMM) 5/2015, this Court allowed the petition under Section 34 of the 1996 Act and set aside the award of the learned Arbitrator whereby Petitioner's claim for refund of Rs.5,54,079/- was rejected. This judgment was not challenged by the Railways and attained finality and Railways was thus bound to refund the amount and on their failure to do so, Petitioner has no other remedy but to file the present writ petition seeking the fruits of his success before this Court. It is further urged that Railways have confirmed vide their letter dated 10.10.2011 that they have received the said amount in excess from the Petitioner.

9. Learned counsel strenuously places reliance on order dated 04.08.2011, copy of which is handed over in Court during the course of hearing, which was a petition under Section 9 of the 1996 Act wherein Court held that Petitioner shall be entitled to operate the lease for a period of two years on expiry of earlier lease of three years, with enhancement of rent by 25% over the earlier paid rent plus 2% development charges and further directed that overpayment, if any, made by the Petitioner in terms of earlier order dated 25.04.2011 shall be adjusted by the Railways in future, subject to Petitioner invoking the arbitration agreement within six weeks. The argument is that the Court had made it clear to the Railways that if any overpayment was received from the Petitioner, the same shall be adjusted and refunded to the Petitioner and therefore, Railways are bound to comply with the order and refund the amount. Counsel submits that this writ petition is enforcing the right of the Petitioner which emanates from the judgment of this Court setting aside the arbitral award and the order dated 04.08.2011 and deserves to be allowed. Reliance is also placed on the judgment of the

Supreme Court in ***Dakshin Haryana Bijli Vitran Nigam Limited v. Navigant Technologies Private Limited, (2021) 7 SCC 657,*** more particularly, paragraph 4(f) thereof where the Supreme Court observed that in law, where the Court sets aside the award passed by majority Members of the Arbitral Tribunal, the underlying disputes would require to be decided afresh in an appropriate proceeding. Under Section 34 of the 1996 Act, Court may either dismiss the objections filed and uphold the award or set aside the award, if the grounds contained in sub-Sections (2) and (2A) are made out but there is no power to modify an arbitral award.

10. Learned counsel for the Railways, *per contra*, opposes the writ petition on the ground of maintainability. It is submitted that Petitioner had rightly taken recourse to arbitration proceedings in light of the arbitration clause between the parties. The learned Sole Arbitrator rejected the claim of the Petitioner for refund of Rs.5,54,079/- along with interest and this Court vide judgment dated 28.08.2017 set aside the arbitral award. It is at this stage that Petitioner ought to have taken recourse to appropriate remedies for refund, which he failed to do and instead filed an application seeking clarification of the judgment dated 28.08.2017 setting up a case of an accidental omission by the Court in directing refund of Rs.5,54,079/- while setting aside the award. This application was dismissed by the learned Single Judge on 11.07.2019 as misconceived but at the same time clarifying that necessary consequences of setting aside the award will follow and Petitioner was left free to take steps. Petitioner even at this stage did not resort to the appropriate remedies and instead challenged the judgment in appeal after a delay of 621 days. Not being satisfied with the explanation for delay, the Division Bench dismissed the application for condonation of

delay and consequently the appeal. After this prolonged litigation, Petitioner filed the present writ petition, which is a misconceived remedy after the arbitral award was set aside and cannot be entertained. Learned counsel relies on the judgment of the Supreme Court in ***Deep Industries Limited v. Oil and Natural Gas Corporation Limited and Another, (2020) 15 SCC 706***, where the Supreme Court held that though petitions can be filed under Article 227 of the Constitution of India against judgments allowing or dismissing first appeals under Section 37 of the 1996 Act yet the High Court will be extremely circumspect in interfering with the same taking into account the statutory policy as adumbrated that interference is restricted to orders that are patently lacking in inherent jurisdiction. Entering into the general thicket of disputes between the parties does not behove a Court exercising jurisdiction under Article 227, where only jurisdictional errors can be corrected.

11. Heard learned counsels for the parties and examined their contentions.

12. Facts as noted above are not in dispute. Petitioner had filed a Statement of Claim before the learned Arbitrator seeking refund of Rs.5,54,079/- along with interest, which according to him was the excess amount paid by him to the Railways on extension of the lease for a period of two years. As per the Petitioner, this amount was paid over and above the amount payable for enhancement of lease rent by 25% plus 2% development charges. Learned Arbitrator rejected the claim while passing the arbitral award dated 26.05.2015. Challenge to the arbitral award by the Petitioner in OMP (COMM) 5/2015 was successful and vide judgment dated 28.08.2017, this Court set aside the arbitral award as patently illegal and allowed the petition.

13. Perceiving that the setting aside of the award was not enough and the Court ought to have passed a separate direction for refund of Rs.5,54,079/-, Petitioner sought clarification by filing I.A. No. 4321/2018. The application was dismissed on 11.07.2019 as Court was of the view that no separate direction was required to be passed and setting aside of the arbitral award rejecting the claims of the Petitioner would have its natural consequences. The Court, however, granted liberty to the Petitioner to take appropriate steps in law. Aggrieved, Petitioner challenged the judgment in appeal under Section 37 of the 1996 Act, which was dismissed on 13.12.2019 on ground of inordinate and unexplained delay of 621 days.

14. The question that this Court is first called upon to decide is whether this writ petition is maintainable for enforcement/execution of the arbitral award. In my view, there is merit in the preliminary objection of the Railways that writ is not the appropriate remedy for the Petitioner to seek enforcement of the arbitral award. In ***Deep Industries (supra),*** the Supreme Court observed as under:-

> ***"17.*** *This being the case, there is no doubt whatsoever that if petitions were to be filed under Articles 226/227 of the Constitution against orders passed in appeals under Section 37, the entire arbitral process would be derailed and would not come to fruition for many years. At the same time, we cannot forget that Article 227 is a constitutional provision which remains untouched by the non obstante clause of Section 5 of the Act. In these circumstances, what is important to note is that though petitions can be filed under Article 227 against judgments allowing or dismissing first appeals under Section 37 of the Act, yet the High Court would be extremely circumspect in interfering with the same, taking into account the statutory policy as adumbrated by us hereinabove so that interference is restricted to orders that are passed which are patently lacking in inherent jurisdiction.*
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> ***18.*** *In Nivedita Sharma v. COAI [Nivedita Sharma v. COAI, (2011) 14 SCC 337 : (2012) 4 SCC (Civ) 947] , this Court referred to several judgments and held: (SCC pp. 343-45, paras 11-16)*
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> *"11. We have considered the respective arguments/submissions. There*

cannot be any dispute that the power of the High Courts to issue directions, orders or writs including writs in the nature of habeas corpus, certiorari, mandamus, quo warranto and prohibition under Article 226 of the Constitution is a basic feature of the Constitution and cannot be curtailed by parliamentary legislation— L. Chandra Kumar v. Union of India [L. Chandra Kumar v. Union of India, (1997) 3 SCC 261 : 1997 SCC (L&S) 577] . However, it is one thing to say that in exercise of the power vested in it under Article 226 of the Constitution, the High Court can entertain a writ petition against any order passed by or action taken by the State and/or its agency/instrumentality or any public authority or order passed by a quasi-judicial body/authority, and it is an altogether different thing to say that each and every petition filed under Article 226 of the Constitution must be entertained by the High Court as a matter of course ignoring the fact that the aggrieved person has an effective alternative remedy. Rather, it is settled law that when a statutory forum is created by law for redressal of grievances, a writ petition should not be entertained ignoring the statutory dispensation.

12. In Thansingh Nathmal v. Supt. of Taxes [Thansingh Nathmal v. Supt. of Taxes, AIR 1964 SC 1419] , this Court adverted to the rule of self-imposed restraint that the writ petition will not be entertained if an effective remedy is available to the aggrieved person and observed: (AIR p. 1423, para 7)

> *'7. ... The High Court does not therefore act as a court of appeal against the decision of a court or tribunal, to correct errors of fact, and does not by assuming jurisdiction under Article 226 trench upon an alternative remedy provided by statute for obtaining relief. Where it is open to the aggrieved petitioner to move another tribunal, or even itself in another jurisdiction for obtaining redress in the manner provided by a statute, the High Court normally will not permit by entertaining a petition under Article 226 of the Constitution the machinery created under the statute to be bypassed, and will leave the party applying to it to seek resort to the machinery so set up.'*

13. In Titaghur Paper Mills Co. Ltd. v. State of Orissa [Titaghur Paper Mills Co. Ltd. v. State of Orissa, (1983) 2 SCC 433 : 1983 SCC (Tax) 131] , this Court observed:

> *'11. It is now well recognised that where a right or liability is created by a statute which gives a special remedy for enforcing it, the remedy provided by that statute only must be availed of. This rule was stated with great clarity by Willes, J. in Wolverhampton New Waterworks Co. v. Hawkesford [Wolverhampton New Waterworks Co. v. Hawkesford, (1859) 6 CBNS 336 : 141 ER 486] in the following passage: (ER p. 495)*
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> *"... There are three classes of cases in which a liability may be*

> *established founded upon a statute. ... But there is a third class viz. where a liability not existing at common law is created by a statute which at the same time gives a special and particular remedy for enforcing it. ... the remedy provided by the statute must be followed, and it is not competent to the party to pursue the course applicable to cases of the second class. The form given by the statute must be adopted and adhered to."*

The rule laid down in this passage was approved by the House of Lords in Neville v. London Express Newspapers Ltd. [Neville v. London Express Newspapers Ltd., 1919 AC 368 (HL)] and has been reaffirmed by the Privy Council in Attorney General of Trinidad & Tobago v. Gordon Grant & Co. Ltd. [Attorney General of Trinidad & Tobago v. Gordon Grant & Co. Ltd., 1935 AC 532 (PC)] and Secy. of State v. Mask & Co. [Secy. of State v. Mask & Co., 1940 SCC OnLine PC 10 : (1939-40) 67 IA 222 : AIR 1940 PC 105] It has also been held to be equally applicable to enforcement of rights, and has been followed by this Court throughout. The High Court was therefore justified in dismissing the writ petitions in limine.'

14. In Mafatlal Industries Ltd. v. Union of India [Mafatlal Industries Ltd. v. Union of India, (1997) 5 SCC 536] , B.P. Jeevan Reddy, J. (speaking for the majority of the larger Bench) observed: (SCC p. 607, para 77)

> *'77. ... So far as the jurisdiction of the High Court under Article 226— or for that matter, the jurisdiction of this Court under Article 32— is concerned, it is obvious that the provisions of the Act cannot bar and curtail these remedies. It is, however, equally obvious that while exercising the power under Article 226/Article 32, the Court would certainly take note of the legislative intent manifested in the provisions of the Act and would exercise their jurisdiction consistent with the provisions of the enactment.'*

15. In the judgments relied upon by Shri Vaidyanathan, which, by and large, reiterate the proposition laid down in Baburam Prakash Chandra Maheshwari v. Antarim Zila Parishad, Muzaffarnagar [Baburam Prakash Chandra Maheshwari v. Antarim Zila Parishad, Muzaffarnagar, AIR 1969 SC 556] , it has been held that an alternative remedy is not a bar to the entertaining of writ petition filed for the enforcement of any of the fundamental rights or where there has been a violation of the principles of natural justice or where the order under challenge is wholly without jurisdiction or the vires of the statute is under challenge.

16. It can, thus, be said that this Court has recognised some exceptions to the rule of alternative remedy. However, the proposition laid down in Thansingh Nathmal v. Supt. of Taxes [Thansingh Nathmal v. Supt. of Taxes, AIR 1964 SC 1419] and other similar

> *judgments 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 still holds the field."*

15. In ***Bhaven Construction through Authorized Signatory Premjibhai K. Shah v. Executive Engineer, Sardar Sarovar Narmada Nigam Limited and Another, (2022) 1 SCC 75,*** the Supreme Court relying on the observations of the Supreme Court in ***Nivedita Sharma v. Cellular Operators Association of India and Others, (2011) 14 SCC 337,*** that when a statutory forum is created by law for redressal of grievances, a writ petition should not be entertained ignoring the statutory dispensation, held that it is prudent for a Judge to not exercise discretion to allow judicial interference beyond the procedure under the enactment and this power under Article 226 needs to be exercised in exceptional rarity, wherein one party is left remediless under the Statute or a clear 'bad faith' is shown by one of the parties. Relevant passages from the judgment are as follows:-

> *"**18.** In any case, the hierarchy in our legal framework, mandates that a legislative enactment cannot curtail a constitutional right. In Nivedita Sharma v. COAI [Nivedita Sharma v. COAI, (2011) 14 SCC 337 : (2012) 4 SCC (Civ) 947] , this Court referred to several judgments and held : (SCC p. 343, para 11)*
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> > *"11. We have considered the respective arguments/submissions. There cannot be any dispute that the power of the High Courts to issue directions, orders or writs including writs in the nature of habeas corpus, certiorari, mandamus, quo warranto and prohibition under Article 226 of the Constitution is a basic feature of the Constitution and cannot be curtailed by parliamentary legislation — L. Chandra Kumar v. Union of India [L. Chandra Kumar v. Union of India, (1997) 3 SCC 261 : 1997 SCC (L&S) 577] . However, it is one thing to say that in exercise of the power vested in it under Article 226 of the Constitution, the High Court can entertain a writ petition against any order passed by or action taken by the State and/or its agency/instrumentality or any public authority or order passed by a*

quasi-judicial body/authority, and it is an altogether different thing to say that each and every petition filed under Article 226 of the Constitution must be entertained by the High Court as a matter of course ignoring the fact that the aggrieved person has an effective alternative remedy. Rather, it is settled law that when a statutory forum is created by law for redressal of grievances, a writ petition should not be entertained ignoring the statutory dispensation."

(emphasis supplied)

It is therefore, prudent for a Judge to not exercise discretion to allow judicial interference beyond the procedure established under the enactment. This power needs to be exercised in exceptional rarity, wherein one party is left remediless under the statute or a clear "bad faith" shown by one of the parties. This high standard set by this Court is in terms of the legislative intention to make the arbitration fair and efficient.

19. *In this context we may observe Deep Industries Ltd. v. ONGC [Deep Industries Ltd. v. ONGC, (2020) 15 SCC 706] , wherein interplay of Section 5 of the Arbitration Act and Article 227 of the Constitution was analysed as under : (SCC p. 714, paras 16-17)*

"16. Most significant of all is the non obstante clause contained in Section 5 which states that notwithstanding anything contained in any other law, in matters that arise under Part I of the Arbitration Act, no judicial authority shall intervene except where so provided in this Part. Section 37 grants a constricted right of first appeal against certain judgments and orders and no others. Further, the statutory mandate also provides for one bite at the cherry, and interdicts a second appeal being filed [see Section 37(2) of the Act].

17. This being the case, there is no doubt whatsoever that if petitions were to be filed under Articles 226/227 of the Constitution against orders passed in appeals under Section 37, the entire arbitral process would be derailed and would not come to fruition for many years. At the same time, we cannot forget that Article 227 is a constitutional provision which remains untouched by the non obstante clause of Section 5 of the Act. In these circumstances, what is important to note is that though petitions can be filed under Article 227 against judgments allowing or dismissing first appeals under Section 37 of the Act, yet the High Court would be extremely circumspect in interfering with the same, taking into account the statutory policy as adumbrated by us hereinabove so that interference is restricted to orders that are passed which are patently lacking in inherent jurisdiction."

(emphasis supplied)

20. *In the instant case, Respondent 1 has not been able to show exceptional circumstance or "bad faith" on the part of the appellant, to invoke the remedy under Article 227 of the Constitution. No doubt the*

ambit of Article 227 is broad and pervasive, however, the High Court should not have used its inherent power to interject the arbitral process at this stage. It is brought to our notice that subsequent to the impugned order of the sole arbitrator, a final award was rendered by him on merits, which is challenged by Respondent 1 in a separate Section 34 application, which is pending.

21. *Viewed from a different perspective, the arbitral process is strictly conditioned upon time limitation and modelled on the "principle of unbreakability". This Court in P. Radha Bai v. P. Ashok Kumar [P. Radha Bai v. P. Ashok Kumar, (2019) 13 SCC 445 : (2018) 5 SCC (Civ) 773] , observed : (SCC p. 459, paras 36-37)*

> *"36.3. Third, Section 34(3) reflects the principle of unbreakability. Dr Peter Binder in International Commercial Arbitration and Conciliation in Uncitral Model Law Jurisdictions, 2nd Edn., observed:*
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> > *'An application for setting aside an award can only be made during the three months following the date on which the party making the application has received the award. Only if a party has made a request for correction or interpretation of the award under Article 33 does the time-limit of three months begin after the tribunal has disposed of the request. This exception from the three month time-limit was subject to criticism in the working group due to fears that it could be used as a delaying tactics. However, although "an unbreakable time-limit for applications for setting aside" was sought as being desirable for the sake of "certainty and expediency" the prevailing view was that the words ought to be retained "since they presented the reasonable consequence of Article 33.'*
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> *According to this "unbreakability" of time-limit and true to the "certainty and expediency" of the arbitral awards, any grounds for setting aside the award that emerge after the three month time-limit has expired cannot be raised.*
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> *37. Extending Section 17 of the Limitation Act would go contrary to the principle of "unbreakability" enshrined under Section 34(3) of the Arbitration Act."*
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> *(emphasis in original)*

If the courts are allowed to interfere with the arbitral process beyond the ambit of the enactment, then the efficiency of the process will be diminished.

22. *The High Court did not appreciate the limitations under Articles 226 and 227 of the Constitution and reasoned that the appellant had undertaken to appoint an arbitrator unilaterally, thereby rendering Respondent 1 remediless. However, a plain reading of the arbitration agreement points to the fact that the appellant herein had actually acted in*

accordance with the procedure laid down without any mala fides.

23. *Respondent 1 did not take legal recourse against the appointment of the sole arbitrator, and rather submitted themselves before the tribunal to adjudicate on the jurisdiction issue as well as on the merits. In this situation, Respondent 1 has to endure the natural consequences of submitting themselves to the jurisdiction of the sole arbitrator, which can be challenged, through an application under Section 34. It may be noted that in the present case, the award has already been passed during the pendency of this appeal, and Respondent 1 has already preferred a challenge under Section 34 to the same. Respondent 1 has not been able to show any exceptional circumstance, which mandates the exercise of jurisdiction under Articles 226 and 227 of the Constitution.*"

16. From the aforesaid judgments, it is clear that while the jurisdiction of the High Court under Article 226 cannot be ousted as this is an inviolable part of the Constitution of India yet it is a matter of prudence for the High Court to not exercise the discretion when the remedy lies in a statutory regime and as observed by the Supreme Court in ***Bhaven Construction (supra),*** the exercise of writ jurisdiction must be in 'exceptional rarity'. Petitioner has succeeded in his challenge to the arbitral award and as held by the learned Single Judge setting aside the award, in a clarification application, the natural consequences of setting aside the award would flow. Petitioner did not take recourse to appropriate remedies despite the observations of the Court and in the facts and circumstances of this case where no case of exceptional rarity is pointed out, there is no cause warranting interference in a writ jurisdiction.

17. Reliance by learned counsel for the Petitioner on the judgment of the Supreme Court in ***Dakshin Haryana Bijli Vitran Nigam Limited (supra),*** is of no avail as in the said judgment, the Supreme Court has held that where the Court sets aside the award passed by majority Members of the Tribunal, the underlying disputes would require to be decided afresh in appropriate

proceedings. The expression 'appropriate proceedings', in my view, would mean proceedings under the arbitration regime and cannot mean or connote a writ petition under Article 226 of the Constitution of India, an interpretation the Petitioner seeks to place on the said expression. Likewise, the order passed by this Court in the case of the Petitioner on 04.08.2011, when Petitioner had filed a petition under Section 9 of the 1996 Act cannot help the Petitioner. This was a petition seeking interim relief and the Court held the Petitioner entitled to operate the lease for two years on expiry of earlier lease of three years with enhancement of rent by 25% over the earlier paid rent plus development charges and while relegating the Petitioner to invoking the arbitration agreement within six weeks, the Court observed that the overpayment, if any, made by the Petitioner shall be adjusted in future. In fact, the case of the Petitioner has proceeded far beyond, as the arbitral award rejecting his claim for excess payment, was set aside by this Court. The order relied upon, at the highest inures to the advantage of the Petitioner to the extent of facilitating in seeking refund of overpayment. This cannot however be a reason to invoke the writ jurisdiction of this Court.

18. In my view, no extraordinary or exceptional circumstances have been made out by the Petitioner warranting interference by this Court in a writ jurisdiction and directing refund.

19. The writ petition is accordingly dismissed as not maintainable, reserving liberty with the Petitioner to take recourse to appropriate remedies in law.

JYOTI SINGH, J

MARCH 11, 2025/shivam