IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P.(C) No. 6242 of 2019

M/s Arti Construction, a partnership Firm, through its Partner Shyam Nandan Ray, Son of Sri Ramdhani Ray, having its office New Barganda, PO-Giridih, PS-Giridih, Dist-Giridih. **... ... Petitioner(s)**

Versus

1. Hindustan Steel Works Construction Limited, through its Chairman cum Managing Director, having its office at E-5 and E-6 Shymali (Near Ispat Hospital), Doranda, PO & PS-Doranda, Dist-Ranchi.
2. General Manager (Engineering), Hindustan Steel Works Construction Limited, having its office at E-5 and E-6 Shymali (Near Ispat Hospital), Doranda, PO & PS-Doranda, Dist-Ranchi.
3. Senior Finance Officer, Hindustan Steel Works Construction Limited, having its office at E-5 and E-6 Shymali (Near Ispat Hospital), Doranda, PO & PS-Doranda, Dist-Ranchi.

... ... Respondent(s)

CORAM : SRI ANANDA SEN, J.

For the Petitioner(s) : Mr. Abhinay Kumar, Advocate
Mr. M.K. Roy, Advocate
For the Respondent(s) : Mr. Vivek Kr. Rai, Advocate
Mr. Rajesh Kumar, Advocate

16/ 20th August, 2026

1. Heard the parties.

2. In this writ petition, the petitioner has prayed for a mandamus directing the Hindustan Steel Works Construction Limited to close the contract awarded to the petitioner and further ensure payment of the petitioner against the work done by the petitioner and refund the security deposit.

3. It is the grievance of the petitioner that the agreement was entered into by the petitioner and the Hindustan Steel Works Construction Limited on 14th November, 2014 for construction of Rural Road Under Pradhan Mantri Gram Sadak Yojana (PMGSY) in Block Pirtand, Dist-Giridih for an amount of Rs.2,65,44,070.00.

4. It is the grievance of the petitioner that the area where the work was granted was extremist infested and thus, he could not proceed with the work. He submits that one of his workers was murdered and others were threatened and the partner of petitioner was also attacked. He submits that considering serious security threat, the petitioner wants to withdraw from the contract and thus,

has prayed for cancelling the contract, payment of amount against the work done and release of security deposit.

5. Admittedly, the petitioner has entered into a road construction contract. The petitioner at the time of entering into the contract with his open eyes, has entered into the same. Now he wants to withdraw the same for some reason, thus, he has prayed for a mandamus.

6. Considering the nature of the dispute or prayer made by the petitioner, no mandamus can be issued against the respondents, forcing the respondents to withdraw or terminate the contract.

7. A mutually agreed contract cannot be allowed to be rescinded by invoking jurisdiction under Article 226 of the Constitution of India, thus, I am not inclined to grant any relief to the petitioner.

8. If the petitioner is desirable to seeking relief by approaching the Civil Court, it will be open to the petitioner to do so.

9. Accordingly, this writ petition is **disposed of.**

(ANANDA SEN, J.)

20th August, 2026
S.K.D/CP-2

Uploaded on 22 /08/2026