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HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 3895 of 2026

M/s SA Infrastructure Consultants Private Limited Through Its, Deputy General Manager, Legal And Secretariat, 1101 A , 11th Floor Tower, A- I I, Corporate Park, Plot No. 7 A /1, Sector 142, Noida 201301, Uttar Pradesh, India.

... Petitioner(s)

versus

1 - Union Of India Through The General Manager, South East Central Railway (S E C R), New Zonal Building, Bilaspur, Chhattisgarh 495004

2 - Chief Project Manager (Construction) Through Deputy Chief Engineer (Construction)- I I I South East Central Railway, Construction Organization, D R M Office Complex, Kingsway, Nagpur- 440001, Maharashtra.

... Respondent(s)

(cause title taken from CIS)

For Petitioner(s)	:	Mr. Amrito Das, Sr. Advocate along with Mr. Palash Tiwari, Advocate, Ms. Divya Verma and Ms. Maya Jaiswal, Advocate
For Respondent(s)	:	Mr. R. K. Mishra, DSGI along with Ms. Annapurna Tiwari, Advocate

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

Order on Board

Per Ramesh Sinha, Chief Justice

28/07/2026

1. Heard Mr. Amrito Das, Sr. Advocate along with Mr. Palash Tiwari, Ms. Divya Verma and Ms. Maya Jaiswal, learned counsel for the petitioner.

Also heard Mr. R.K. Mishra, DSGI, along with Ms. Annapurna Tiwari, learned counsel for the Respondents.

2. The present petition has been filed by the petitioner seeking the following reliefs:-

“a) Issue a Writ of Mandamus, or any other appropriate writ, order or direction, quashing and setting aside, the Termination Notice dated 23.06.2026 issued by Respondent No.2 to the Petitioner;

b) Issue a Writ of Mandamus, or any other appropriate writ, order or direction, quashing and setting aside the debarment of the Petitioner from participation in the re-tender for the balance work under Tender No. CEC-BSP-22-23-23, as recorded in the Termination Notice dated 23.06.2026;

c) Issue a Writ of Mandamus, or any other appropriate writ, order or direction, quashing and setting aside (i) the direction for forfeiture of the Petitioner's Security Deposit, and (ii) the letter dated 25.06.2026 issued by Respondent No. 2 to the Branch Manager, HDFC Bank Ltd., directing encashment of Bank Guarantee No. 027GT02230400011 dated 09.02.2023 and restraining the Respondent No.2 from encashing, appropriating, receiving payment under, or otherwise dealing with the said Performance Bank Guarantee, and, in the event the same has already been encashed in whole or in part, directing the Respondent No.2 to refund the amount so encashed to the Petitioner together with interest;

d) Issue a writ in the nature of Prohibition and such other Writ, Order or Direction to the Respondent No.2 restraining the Respondent No.2 from taking any coercive, arbitrary and discriminatory action against the Petitioner without following the due process of law; and / or

e) Pass such further or other orders as may be deemed just, fit and necessary in the circumstances of the case”

3. The present writ petition has been filed challenging the Termination Notice dated 23.06.2026 issued by Respondent No. 2 under Clause 62 of the General Conditions of Contract (GCC), whereby the contract awarded to the petitioner for conducting the Final Location Survey, geotechnical investigations and preparation of the Detailed Project Report (DPR) for the proposed Gondia–Chanda Fort–Balharshah railway doubling project was terminated, the Security Deposit was ordered to be forfeited, the Performance Bank Guarantee was invoked and the petitioner was debarred from participating in the balance work. The petitioner submits that after execution of the contract on 05.04.2023, it substantially performed its contractual obligations and completed nearly 80% of the consultancy work, while the remaining activities were dependent upon approvals from the respondent authorities. Owing to such approval-related constraints, the respondents repeatedly granted five extensions of time, the last being up to 30.06.2026, without imposing any penalty, thereby acknowledging that the delay was not solely attributable to the petitioner. Despite this, Respondent No. 2 issued a seven-day notice followed by a forty-eight-hour notice, without meaningfully considering the petitioner's detailed replies or affording an effective opportunity of hearing, and terminated the contract even before expiry of the extended contractual period. The petitioner contends that the impugned termination, consequential forfeiture of the Security Deposit, invocation of the Performance Bank Guarantee and debarment are

arbitrary, violative of the principles of natural justice and Articles 14 and 19(1)(g) of the Constitution of India, and are therefore liable to be quashed.

4. Learned Senior Counsel appearing for the petitioner submits that the impugned Termination Notice dated 23.06.2026 is wholly arbitrary, illegal, non-speaking and violative of Articles 14, 19(1)(g) and 21 of the Constitution of India, as well as the principles of natural justice. It is submitted that the petitioner was awarded the consultancy contract pursuant to a valid tender process and, during the course of execution, diligently performed its contractual obligations by completing nearly 80% of the project, including the aerial topographical survey, geotechnical investigations, Detailed Project Report (DPR), land plans, joint measurement surveys and preparation of 113 General Arrangement Drawings, while the remaining activities were dependent upon approvals and technical decisions of the respondent authorities. Learned counsel submits that the respondents themselves repeatedly acknowledged the petitioner's satisfactory performance by granting five extensions of time under Clause 17A of the GCC, the last extension being up to 30.06.2026, after specifically recording that the reasons for delay were acceptable and not attributable to the petitioner. Having consciously treated the contract as subsisting, the respondents were estopped from invoking the very same grounds to terminate the contract before expiry of the extended period. It is further submitted that although the petitioner furnished a detailed reply dated 23.04.2026 to the Seven Days' Notice explaining the actual progress of the work and demonstrating that the balance activities were approval-dependent, the said reply was neither considered nor rejected by a

reasoned order. The Forty-Eight Hours' Notice was served belatedly, thereby depriving the petitioner of any meaningful opportunity to comply, and the impugned termination was issued mechanically without recording any objective satisfaction as required under Clause 62 of the GCC.

Learned counsel further submits that the consequential forfeiture of the Security Deposit, invocation of the Performance Bank Guarantee and debarment from participating in the balance work are merely consequential to the illegal termination and, therefore, cannot survive independently. The order of debarment, having been passed without any independent show cause notice, opportunity of hearing or reasoned order, is in gross violation of the principles of natural justice and the settled law laid down by the Hon'ble Supreme Court in *Veriganto Naveen v. Government of A.P.*, *UMC Technologies Pvt. Ltd. v. Food Corporation of India*, *Erusian Equipment & Chemicals Ltd. v. State of West Bengal* and *Subodh Kumar Singh Rathour v. Kolkata Metropolitan Development Authority*. It is contended that the respondents cannot approbate and reprobate by accepting the petitioner's substantial performance, processing the DPR at various governmental levels, extending the contractual period and thereafter alleging lack of progress on the very same facts. The impugned action is disproportionate, suffers from non-application of mind, defeats the petitioner's legitimate expectation and promissory estoppel arising from the respondents' own conduct, and results in grave civil and commercial consequences affecting the petitioner's reputation, business and right to participate in future public procurement. It is, therefore, prayed that the impugned Termination Notice dated

23.06.2026, together with the consequential forfeiture of the Security Deposit, invocation of the Performance Bank Guarantee and order of debarment, be quashed and appropriate consequential reliefs be granted in favour of the petitioner.

5. Learned counsel appearing for the respondents submits that the present writ petition is devoid of merit and is liable to be dismissed. It is submitted that the petitioner was awarded the contract for conducting the Final Location Survey, geotechnical investigations and preparation of the Detailed Project Report for the proposed Gondia–Chanda Fort–Balharshah Doubling Project, subject to the terms and conditions of the Agreement dated 05.04.2023 and the General Conditions of Contract (GCC). Despite repeated opportunities and successive extensions of time granted by the respondents, the petitioner failed to achieve satisfactory progress and did not adhere to the agreed programme of work within the stipulated period. It is further submitted that, in strict compliance with Clause 62 of the GCC, the respondents first issued a Seven Days' Notice dated 17.04.2026 calling upon the petitioner to substantially improve the progress of work, followed by a Forty-Eight Hours' Notice dated 16.06.2026 when no satisfactory improvement was noticed. Even after expiry of the notice period, the petitioner failed to recommence and complete the work as required. Consequently, the competent authority, being satisfied that the petitioner had persistently failed to perform its contractual obligations and had failed to adhere to the agreed work programme, lawfully rescinded the contract under Clause 62(1)(vii) and (viii) of the GCC by issuing the Termination Notice dated 23.06.2026. It is submitted that the consequential forfeiture of the Security Deposit, encashment of the Performance

Bank Guarantee and debarment from participating in the execution of the balance work are express contractual consequences flowing from the valid termination of the contract under the GCC. Learned counsel further submits that the action of the respondents is neither arbitrary nor violative of the principles of natural justice, as adequate opportunities were afforded to the petitioner through the statutory notices before invoking the contractual remedies. The respondents acted strictly in accordance with the contractual terms to safeguard public interest and to ensure timely completion of an important railway infrastructure project. It is, therefore, submitted that the impugned action is legal, justified and within the contractual powers vested in the respondents, and no interference is warranted by this Hon'ble Court in exercise of its extraordinary jurisdiction under Article 226 of the Constitution of India.

6. We have heard learned counsel for the parties and perused the material available on record.
7. Having heard learned counsel for the parties and upon perusal of the pleadings and documents placed on record, this Court finds that the present writ petition challenges the Termination Notice dated 23.06.2026 issued by Respondent No. 2 under Clause 62 of the General Conditions of Contract (GCC), whereby the contract awarded to the petitioner for conducting the Final Location Survey, geotechnical investigations and preparation of the Detailed Project Report (DPR) for the Gondia–Chanda Fort–Balharshah Doubling Project has been terminated, the Security Deposit has been ordered to be forfeited, the Performance Bank Guarantee has been directed to be encashed, and the petitioner has been debarred from participating in the execution of

the balance work. Thus, this Court finds that the controversy essentially arises out of the rights and obligations flowing from the contract executed between the parties and the exercise of powers under the contractual terms, including the dispute resolution mechanism provided therein. **Clause 64.1 of the General Conditions of Contract reads as under:**

“64.(1): Demand for Arbitration:

64.(1)(i): In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account or as to the withholding by the Railway of any certificate to which the Contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the “excepted matters” referred to in Clause 63.1 of these Conditions, the Contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters shall demand in writing that the dispute or difference be referred to arbitration.

64.(1)(ii)(a): The demand for arbitration shall specify the matters which are in question, or subject of the dispute or difference as also the amount of claim item-wise. Only such dispute or difference, in respect of which the demand has been made, together with counter claims or set off, given by the Railway, shall be referred to arbitration and other matters shall not be included in the reference.

64.(1)(ii)(b): The parties may waive off the applicability of Sub-Section 12(5) of Arbitration and Conciliation (Amendment)

Act 2015, if they agree for such waiver in writing, after dispute having arisen between them, in the format given under Annexure XV of these conditions.

64.(1)(iii)(a): The Arbitration proceedings shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.

64.(1)(iii)(b): The claimant shall submit his claims stating the facts supporting the claims alongwith all the relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.

64.(1)(iii)(c): The Railway shall submit its defence statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal, unless otherwise extension has been granted by Tribunal.

64.(1)(iii)(d): Place of Arbitration: The place of arbitration would be within the geographical limits of the Division of the Railway where the cause of action arose or the Headquarters of the concerned Railway or any other place with the written consent of both the parties.

64.(1)(iv): No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defense thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.

64.(1)(v): If the Contractor(s) does/do not prefer his/their specific and final claims in writing, within a period of 90 days of receiving the intimation from the Railways

that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.

64.(2): Obligation During Pendency of Arbitration: Work under the contract shall, unless otherwise directed by the Engineer, continue during the arbitration proceedings, and no payment due or payable by the Railway shall be withheld on account of such proceedings, provided, however, it shall be open for Arbitral Tribunal to consider and decide whether or not such work should continue during arbitration proceedings

64.(3): Appointment of Arbitrator:

64.(3)(a): Appointment of Arbitrator where applicability of section 12 (5) of Arbitration and Conciliation Act has been waived off:

64.(3)(a)(i): In cases where the total value of all claims in question added together does not exceed 1,00,00,000/- (Rupees One Crore), the Arbitral Tribunal shall consist of a Sole Arbitrator who shall be a Gazetted Officer of Railway not below Junior Administrative Grade, nominated by the General Manager The sole arbitrator shall be appointed within 60 days from the day when a written and valid demand for arbitration is received by General Manager.

64.(3)(a)(ii): In cases not covered by the Clause 64(3)(a)(i), the Arbitral Tribunal shall consist of a panel of three Gazetted Railway Officers not below Junior Administrative Grade or 2 Railway Gazetted Officers not below Junior Administrative Grade and a retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway

will send a panel of at least four (4) names of Gazetted Railway Officers of one or more departments of the Railway which may also include the name(s) of retired Railway Officer(s) empanelled to work as Railway Arbitrator to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'presiding arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them is from the Accounts Department. An officer of Selection Grade of the Accounts Department shall be considered of equal status to the officers in Senior Administrative Grade of other departments of the Railway for the purpose of appointment of arbitrator.

64.3.(a).iii: The serving railway officer working in arbitral tribunal in the ongoing arbitration cases as per clause 64.(3)(a)(i) and clause 64.(3)(a)(ii) above, can continue as arbitrator in the tribunal even after his retirement.

64.(3)(b): Appointment of Arbitrator where applicability of Section 12 (5) of Arbitration and Conciliation Act has not been waived off:

(i) In cases where the total value of all claims in question added together does not exceed 50,00,000/-(Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrator. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement dates to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as arbitrator within 30 days from the date of dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the arbitrator within 30 days from the receipt of the names of Contractor's nominees.

(ii) In cases where the total value of all claims in question added together exceed 50,00,000/- (Rupees Fifty Lakh), the Arbitral Tribunal shall consist of a Panel of three (3) retired Railway Officer, retired not below the rank of Senior Administrative Grade Officer, as the arbitrators. For this purpose, the Railway will send a panel of at least four (4) names of retired Railway Officer(s) empanelled to work as Railway Arbitrator duly indicating their retirement date to the Contractor within 60 days from the day when a written and valid demand for arbitration is received by the General Manager.

Contractor will be asked to suggest to General Manager at least 2 names out of the panel for appointment as Contractor's nominee within 30 days from the date of

dispatch of the request by Railway. The General Manager shall appoint at least one out of them as the Contractor's nominee and will, also simultaneously appoint the balance number of arbitrators either from the panel or from outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed. General Manager shall complete this exercise of appointing the Arbitral Tribunal within 30 days from the receipt of the names of Contractor's nominees. While nominating the arbitrators, it will be necessary to ensure that one of them has served in the Accounts Department.

64.(3)(c)(i): If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or vacates his/their office/offices or is/are unable or unwilling to perform his functions as arbitrator for any reason whatsoever or dies or in the opinion of the General Manager fails to act without undue delay, the General Manager shall appoint new arbitrator/arbitrators to act in his/their place in the same manner in which the earlier arbitrator/arbitrators had been appointed. Such re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

64.(3) (c) (ii): (a) The Arbitral Tribunal shall have power to call for such evidence by way of affidavits or otherwise as the Arbitral Tribunal shall think proper, and it shall be the duty of the parties hereto to do or cause to be done all such things as may be necessary to enable the Arbitral Tribunal to make the award without any delay. The proceedings shall normally be conducted on the basis of documents and written statements.

(b) Before proceeding into the merits of any dispute, the Arbitral Tribunal shall first decide and pass its orders over any plea submitted/objections raised by any party, if any, regarding appointment of Arbitral Tribunal, validity of arbitration agreement, jurisdiction and scope of the Tribunal to deal with the dispute (s) submitted to arbitration, applicability of time 'limitation' to any dispute, any violation of agreed procedure regarding conduct of the arbitral proceedings or plea for interim measures of protection and record its orders in day to day proceedings. A copy of the proceedings duly signed by all the members of tribunal should be provided to both the parties."

8. A bare perusal of the aforesaid clause demonstrates that a complete and efficacious adjudicatory mechanism has been contractually agreed between the parties, governing not only invocation of arbitration but also the procedure, timelines and scope of adjudication. In such circumstances, it is well settled that writ jurisdiction under Article 226 ought not to be invoked in contractual disputes, particularly where disputed questions of fact arise. The Hon'ble Supreme Court in ***Kerala State Electricity Board v. Kurien E. Kalathil*, (2000) 6 SCC 293** has categorically held:

"10. We find that there is a merit in the first contention of Mr. Raval. 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.”

9. Having considered the rival submissions advanced by learned counsel for the parties and upon perusal of the material available on record, this Court is of the considered opinion that the disputes relating to the validity of the termination of the contract, attribution of delay, alleged breach of contractual obligations, forfeiture of the Security Deposit, invocation of the Performance Bank Guarantee and other consequential contractual claims arise essentially out of the terms and conditions of the contract executed between the parties. Such disputed questions of fact require appreciation of evidence and interpretation of the contractual provisions, which are more appropriately adjudicated in the arbitral proceedings contemplated under Clause 64.1 of the General Conditions of Contract. Accordingly, this Court is not inclined to examine the merits of the contractual disputes in exercise of its extraordinary jurisdiction under Article 226 of the Constitution of India, leaving it open to the petitioner to avail the remedy of arbitration in accordance with the dispute resolution mechanism contained in the contract.
10. The Hon'ble Supreme Court, ***Gorkha Security Services v. Government (NCT of Delhi)***, reported in (2014) 9 SCC 105, has described blacklisting as being equivalent to the civil death of a person because blacklisting is stigmatic in nature and debars a person from participating in government tenders thereby precluding him from the award of government contracts. It was held thus:

“16. It is a common case of the parties that the blacklisting has to be preceded by a show-cause notice. Law in this regard is firmly grounded and does not even demand much amplification. The

necessity of compliance with the principles of natural justice by giving the opportunity to the person against whom action of blacklisting is sought to be taken has a valid and solid rationale behind it. With blacklisting, many civil and/or evil consequences follow. It is described as “civil death” of a person who is foisted with the order of blacklisting. Such an order is stigmatic in nature and debars such a person from participating in government tenders which means precluding him from the award of government contracts.”

11. The said principle has been reiterated by the Hon’ble Supreme Court in ***UMC Technologies Pvt. Ltd. v. Food Corporation of India***, reported in (2021) 2 SCC 551, which reads as under:-

“14. Specifically, in the context of blacklisting of a person or an entity by the state or a state corporation, the requirement of a valid, particularized and unambiguous show cause notice is particularly crucial due to the severe consequences of blacklisting and the stigmatization that accrues to the person/entity being blacklisted. Here, it may be gainful to describe the concept of blacklisting and the graveness of the consequences occasioned by it. Blacklisting has the effect of denying a person or an entity the privileged opportunity of entering into government contracts. This privilege arises because it is the State who is the counterparty in government contracts and as such, every eligible person is to be afforded an equal opportunity to participate in such contracts, without arbitrariness and discrimination. Not only does blacklisting takes away this privilege, it also tarnishes the blacklisted person’s reputation and brings the person’s character into question.

Blacklisting also has long-lasting civil consequences for the future business prospects of the blacklisted person.”

12. In light of the said decisions, it is clear that a prior show cause notice granting a reasonable opportunity of being heard is an essential element of all administrative decision-making and particularly so in decisions pertaining to blacklisting which entail grave consequences for the entity being blacklisted. In this case, furnishing of a valid show cause notice is critical and a failure to do so would be fatal to any order of blacklisting pursuant thereto.
13. With regard to the order debarring the petitioner from participating in the execution of the balance work is concerned, in view of the aforesaid judgment, this Court finds that the same has been imposed by the respondents without issuance of any independent show cause notice, without affording any meaningful opportunity of hearing and without passing a reasoned order, despite the fact that such debarment visits the petitioner with serious civil and commercial consequences. It is well settled that blacklisting or debarment cannot be sustained unless the principles of natural justice are scrupulously followed. Since no independent opportunity was afforded to the petitioner before imposing the penalty of debarment, the said action is violative of the principles of natural justice and cannot be sustained in law.
14. Consequently, the writ petition is **partly allowed**.
15. The order of debarment/blacklisting contained in the Termination Notice dated 23.06.2026 is hereby quashed and set aside. However, the petitioner is relegated to avail the remedy of arbitration under Clause

64.1 of the General Conditions of Contract for adjudication of all other disputes arising out of or relating to the contract, including the validity of termination, forfeiture of the Security Deposit, invocation of the Performance Bank Guarantee and all consequential monetary and contractual claims. It is made clear that this Court has not expressed any opinion on the merits of the contractual disputes and all rights and contentions of the parties are left open to be agitated before the learned Arbitral Tribunal. No order as to costs.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice