



CGHC010394882025

2026:CGHC:44433-DB

NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 5049 of 2025

M/s Praytna Bhu-Visthapit Kaamgar Avam Karigar Sehkari Samiti Through Its President - Chandrabhavan Singh Kanwar S/o Chamra Singh, Aged About - 57 Years, Having Its Registered Office At Village - Madwamauha, Block - Katghora, District - Korba, Chhattisgarh

... Petitioner

versus

- 1 - Chhattisgarh State Power Generation Company Limited (Cspgcl) Through Its Chief Engineer (Civil), Raipur, Chhattisgarh
- 2 - The Chief Engineer (Gen.), Htps, Chhattisgarh State Power Generation Company Limited (C S P G C L), Korba (West), Chhattisgarh, District - Bilaspur (C.G.)
- 3 - The Additional Chief Engineer (Civil), Htps Cspgcl, Korba (West), Chhattisgarh
- 4 - The Superintending Engineer, Htps, Cspgcl, Korba (West), Chhattisgarh
- 5 - The Executive Engineer (Civil) Dn - li, Htps, Cspgcl, Korba (West), Chhattisgarh
- 6 - The Assistant Engineer (Civil), Htps, Cspgcl, Korba (West), Chhattisgarh

... Respondents

{Cause title, as taken from CIS}

For Petitioner	:	Mr. Shayon Kar, Advocate.
For Respondents	:	Mr. Mayank Chandrakar, Advocate.

Hon'ble Mr. Krushna Ram Mohapatra, Chief Justice
Hon'ble Mr. Santosh Sharma, Judge

Order on Board

Per : Krushna Ram Mohapatra, Chief Justice

14.10.2026

1. The petitioner in this petition has prayed for the following reliefs:

10.1 The Hon'ble Court may kindly be pleased to call for the entire record pertaining to the case of the petitioner for its kind perusal. And;

10.2 That, The Hon'ble Court may kindly be pleased quash the order 22.05.2025 passed by respondent authorities and reimburses the forfeited amount of 15,57,601/- (Rupees Fifteen Lakh Fifty-Seven Thousand, Six Hundred and One Rupees Only) along with necessary interest.; and / or

10.3 The Hon'ble Court may kindly issue a writ of certiorari and quash the respondents' repeated demands for the first installment of the amount award value Rs.28,60,323.00 (Twenty Eight Lakhs Sixty Thousand Three Twenty Three rupees only) **(Annexure P/7 & P/13)**; and /or;

10.4 That, the Hon'ble Court may kindly be pleased to direct the respondent authorities to afford the Petitioner a fair and reasonable opportunity to execute and complete the work in accordance with the terms and conditions of the contract.

10.5 That, the Hon'ble Court may kindly be pleased to grant any other relief, as it may deem fit and appropriate.

10.6 Cost the petition may also be given.

2. It is submitted by counsel for the petitioner that local residents' protested and obstructed the Petitioner from performing the contractual obligations. The said protest was beyond the control of the supplier as well the petitioner. Hence, the case of the petitioner squarely falls under

clause 8 (*force majeure*) of the terms and conditions of the contract at Annexure P-3, but without resorting to the Clause 8 of the terms and conditions of the contract, the EMD deposited by the petitioner was forfeited. Hence, this writ petition has been filed.

3. Learned counsel for the respondents authorities submits that in view of clause 27 of the the General Terms and Conditions at Annexure R-3, the petitioner has a remedy of settlement of dispute arising out of the contract, if any. The petitioner has not exhausted the remedy provided under clause 27 of the General Terms & Conditions of the contract, which reads as under :-

“Clause-27 Settlement of disputes and arbitration.

All questions relating to the meaning of the specifications. Designs, drawings and instructions issued under this contract or as to the quality of workmanship or materials used on the work or as to any other questions, claim, right, matters or things whatsoever in any way arising out of or relating to the contract design, drawings, specifications, estimates, instructions, order or the conditions or otherwise concerning the work or the execution or failure to execute the same whether arising during the execution of the work or after the completion or abandonment thereof shall be referred to the Superintending Engineer (Civil), in writing for his decision within a period of 30 days of such occurrence. Thereupon the superintending Engineer (Civil) shall give his decision within a period of 30 days of such request.

Upon receipt of written instructions or decision, the contractor shall promptly proceed without delay to comply

such instructions or decision. If the S.E. (C) fails to give his instructions or decision in writing within a period of 30 days after being requested of if the contractor is aggrieved against the decision of the S.E. (Civil) , the contractor may within 30 days thereafter appeal to the Addl. Chief Engineer (Civil :coal-Proj.)/(Civil) who shall afford an opportunity to the contractor to be heard and to offer evidence in support of his appeal. If the Contractor is not satisfied with the decision of the Addl.C.E. (Civil), he may within 30 days thereafter, appeal to the E.C. (Civil) :Coal-Proj.) / (Civil). Who on receipt of the representation form the contractor, may appoint an officer who is not concerned with the works, to decide the dispute within 30 days. In case the contractor who is aggrieved by the decision of C.E. (Civil : Coal-Proj.) / (Civil), he may refer the matter to C.E. (Civil : Coal Proj.)/ (Civil) within a period of 30 days from the date of the said decision, so that, the Company may appoint a committee to decide the dispute. All disputes arising out of contract agreement, purchase tenders etc. shall be determined by a competent court at Raipur (C.G.)"

4. It is his submission that Clause 27 of the General Terms and Conditions, annexed as Annexure R-3, is applicable to the petitioner's case in view of Clause 26 of the Work Order dated 28.12.2020. Thus, the writ petition is not maintainable.

5. At this stage, learned counsel for the petitioner prays for withdrawal of the writ petition to avail the remedy under clause 27 of the General Terms & Conditions at Annexure R-3.

6. Learned counsel for the respondents does not have any objection to such prayer.

7. Accordingly, the writ petition is disposed of as withdrawn with observations that the petitioner, if so advised, may invoke the remedy for settlement of dispute under clause 27 of the General terms & conditions of the contract. In that event, the authority shall do well to consider the case of the petitioner in accordance with law. If the grievance petition as per clause 27 of the General Condition of the contract is filed within a period of two weeks, hence, the same shall be considered on its own merits without insisting upon the delay in filing the grievance petition.

Sd/-
(Santosh Sharma)
Judge

Sd/-
(Krushna Ram Mohapatra)
Chief Justice