

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.6389 of 2014

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M/S Kalika Swachchhanda Joint Venture Private Limited, Kalimati, Kathmandu, Nepal at present having its Branch Office at Sarsaula, Sheohar (Bihar) through their Authorized Representative Mr. Siddha Prasad Lamichhane Son of Bharat Prasad Lamichhane Resident of Mohalla - Lampati Kathmandu, Ward 14, P.S. Kalimati, Distt. - Kathmandu, Nepal.

.... Petitioner

Versus

1. State of Bihar through Secretary Rural Works Department Govt. of Bihar, Vishweswaraiya Bhawan, 5th Floor, Bailey Road, Patna
2. Bihar Rural Roads Development Agency (A Govt. of Bihar Undertaking) Under Pradhan Mantri Gram Sadak Yojana 3rd Floor, Land Development Bank, Budha Marg, Patna - 800001
3. Engineer - In - Chief, Rural Works Department, Govt, of Bihar, Vishweswaraiya Bhawan 5th Floor, Bailey Road, Patna
4. Chief Engineer (Hazipur), Rural Works Department, Govt. of Bihar, Vishweswaraiya Bhawan 5th Floor, Bailey Road, Patna
5. Superintending Engineer, Rural Works Department, Department Circle Office Shankar Chowk, Dumra, Sitamarhi, Bihar.
6. Executive Engineer, Sheohar Sheohar, Division - 1), Rural Works Department, Bihar

.... Respondents

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Appearance :

For the Petitioner : Mr. Sriprakash Srivastava, Advocate
Mr. Jyoti Shankar, Advocate
Mr. Pradip Kumar Sinha, Advocate

For the Respondents: SMT.BINITA SINGH. GP31

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 05-11-2015

Heard learned counsel for the petitioner and learned counsel for the Respondents.

2. The present writ petition has been filed challenging the termination of agreement bearing No. SBD/PMGSY/1 of 2009-10 dated 16th May, 2009 under the package No. BR-32R/Sheohar-I by the Respondents by their notice published in daily newspaper

“Prabhat Khabar” dated 17th November, 2013 and for connected reliefs.

3. At the very outset learned counsel for the petitioner fairly invites attention to Clause 24 of the agreement which contains an elaborate provision for a Dispute Redressal System by way of an Empowered Standing Committee consisting of three members.

4. Learned counsel for the respondents appears and has been heard.

5. This Court is of the view that if the contract visualizes a forum for redressal of disputes of any kind whatsoever in connection with or arising out of the contract or in execution thereof, then it would be proper that such disputes be considered by such forum.

6. Without entering into the merits of the matter, therefore, the present writ petition is disposed of with liberty to the petitioner to approach the Empowered Standing Committee within a period of four weeks from today and thereupon the Empowered Standing Committee shall proceed to dispose of the matter in accordance with law.

7. It is expected that in the spirit of order dated 08.09.2015 the respondents shall not act hastily for invoking the bank

guarantee till adjudication of the matter by the Empowered Standing Committee.

(Vikash Jain, J)

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