

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.8609 of 2012

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Niranjan Kumar Nanda, Son of Late Jagat Narayan Prasad, Resident of Mohalla:-
Quamruddinganj, P.O.:Bihar Sharif, P.S.:Laheri, Muradpur, Bihar Sharif,
District:-Nalanda, PIN-803101, State-Bihar

.... Petitioner

Versus

1. Hindustan Prefab Limited (A Govt. of India Enterprise) through its Managing Director, Jangpura, New Delhi-110014.
2. The Managing Director, Hindustan Prefab Limited (A Govt. of India Enterprise), Jangpura, New Delhi-110014
3. The Project Coordinator (Bihar/NER), Hindustan Prefab Limited (A Govt. Of India Enterprise), Jangpura, New Delhi-110014
4. The F A & C A O (Officiating), Hindustan Prefab Limited (A Govt. of India Enterprise), Jangpura, New Delhi-110014
5. The Senior Engineer, Hindustan Prefab Limited (A Govt. of India Enterprise), Regional Office, 'Grand Sharae Apartment', 303, Exhibition Road, Patna-1
6. The Dy. General Manager (Civil), Hindustan Prefab Limited (A Govt. of India Enterprise), Regional Office, 'Grand Share Apartment', 303, Exhibition Road, Patna-1
7. The Project Manager (Civil), Hindustan Prefab Limited (A Govt. of India Enterprise), Ramchandrapur, Nala Road, Utsav Hall, Biharsharif (Nalanda), PIN-803101

.... Respondents

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Appearance :

For the Petitioner : Mr. Manish Sahay, Advocate
Mr. Anil Kumar Sinha, Advocate
For the Respondents : Mr.Prabhat Ranjan Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 05-07-2016

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

2. The present writ petition has been filed for a direction
to the respondents to pay all lawful amounts of the petitioner after
closing the agreement dated 12.06.2010 executed for construction of

276 Homes and Infrastructure Development under the IHSDP Scheme of Jawaharlal Nehru National Urban Renewal Mission (JNNURM) at Bihar Sharif city at Bihar (Package No. II) at location Paharpura, Ward No. 44, Kana Sarai, Ward No. 40, Badi Dargah, Ward No. 45, Naya Tola, Ward No. 45, and Karampur Pahadpur I & II at Bihar Sharif (Nalanda), Bihar; and for release of the entire security deposit and the bank guarantee to the petitioner.

3. At the outset this Court takes note of Article 5.1 of the agreement dated 12.06.2010 according to which the contract shall be subject to the jurisdiction of Delhi Courts only, this being a term and condition of the contract to which the petitioner has agreed.

4. In this view of the matter, this Court is not inclined to enter into the merits of the matter.

5. The writ petition stands dismissed.

6. Needless to say, the petitioner will be at liberty to take recourse to such forum as may be available to him in accordance with law for redressal of his grievances.

(Vikash Jain, J)

Chandran

AFR/NAFR	NAFR
CAV DATE	-
Uploading Date	13.07.2016
Transmission Date	-