

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.6773 of 2014

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M/S B.K. ENTERPRISES THROUGH ITS MANAGING PARTNER BIPIN KUMAR
SON OF LATE GANPAT CHAUDHARY RESIDENT OF DHANUPURA (ARA) P.S.
ARA, DISTRICT - BHOJPUR AT ARA

.... PETITIONER

VERSUS

1. THE STATE OF BIHAR THROUGH THE PRINCIPAL SECRETARY,
DEPARTMENT OF BUILDING CONSTRUCTION DEPARTMENT, GOVERNMENT
OF BIHAR, PATNA
2. THE ENGINEER - IN - CHIEF, DEPARTMENT OF BUILDING CONSTRUCTION
DEPARTMENT, GOVERNMENT OF BIHAR, PATNA
3. THE CHIEF ENGINEER, DEPARTMENT OF BUILDING CONSTRUCTION,
PATNA
4. THE SUPERINTENDING ENGINEER, BUILDING CONSTRUCTION CIRCLE,
ARA, DISTRICT - BHOJPUR
5. THE EXECUTIVE ENGINEER, BUILDING CONSTRUCTION DIVISION, ARA,
DISTRICT - BHOJPUR

.... RESPONDENTS

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Appearance :

For the Petitioner/s : Mr. Shivendra Prasad, Advocate

For the Respondent/s : Mr. SC12- P.K.SINGH

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 20-01-2016

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

2. The present writ petition has been filed for
quashing the order dated 30.01.2014 and 19.02.2014 passed by
the Respondent No.3 with recommendation for blacklisting the
petitioner as well as against the closure of agreement dated
25.08.2010 by the Respondent No. 5 (IA No. 2244 of 2015).



3. At the very outset learned counsel for the petitioner submits that the petitioner has not yet been blacklisted and as such the prayer for quashing the recommendation for blacklisting is not being pressed, the matter being premature.

4. As regards the relief sought against the closure of the agreement, learned counsel for the petitioner submits that he would be invoking the arbitration clause in the agreement for redressal of its grievances, but requests for protection against forfeiture of Bank Guarantee and security deposit etc., in the meantime.

5. Heard learned counsel for the respondents who submits that there is no objection to the prayer of the petitioner.

6. Having heard the parties and having regard to the nature of the prayer of the petitioner, the writ petition stands disposed of granting liberty to the petitioner to move for arbitration within a period of two weeks from today.

7. Having regard to the interim orders passed by this Court on 09.04.2015, it is ordered that if the petitioner invokes the arbitration clause within the aforesaid period of two weeks, the respondents shall in the meantime refrain from invoking the petitioner's Bank guarantee, security deposit etc. It is further made clear that any action taken by the respondents for creating

third party rights with regard to the subject matter of the agreement shall abide by the result of the arbitration.

(Vikash Jain, J)

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