

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.1817 of 2015

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Arjun Kumar Son of Sri Harish Chandra Singh Resident of Mohalla-Anderkila,
Budha Colony, Town-Hajipur, P.S-Hajipur Town, Distt.-Vaishali.

.... Petitioner/s

Versus

1. The Union of India through the Secretary, Railways, Govt.of India, Rail Bhawan,
New Delhi.

2. The General Manager, East Central Railway, Hajipur, Distt.-Vaishali

3. The Divisional Railway Manager, East Central Railway, Danapur

4. Divisional Engineer(HQ) East Central Railway, Danapur, Distt.-Patna

5. Assistant Divisional Engineer (Works) East Central Railway, Danapur, Patna
Junction.

6. I.O.W, East Central Railway, Danapur, District-Patna

.... Respondent/s

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Appearance :

For the Petitioner : Mr. Ratna Deep Prasad, Advocate

For the Railways : Mr. Anil Kumar Sinha, with
Mr. Ankit Katriar, Advocates

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CORAM: HONOURABLE MR. JUSTICE AHSANUDDIN AMANULLAH

ORAL JUDGMENT

Date: 10-02-2016

Heard learned counsel for the parties.

The petitioner has moved the Court seeking quashing

of the order of the respondent no. 4 by which the contract awarded to the petitioner has been terminated.

Learned counsel for the petitioner submits that though there was delay on the part of the respondents in issuing him the work order and the agreement was also delayed but as per the Price Variation Clause, rates were never enhanced and the demand of the petitioner to do the same was not accepted. It is submitted that the petitioner kept on approaching the authorities to act in accordance with the Price Variation Clause and that he was ready to complete the work but still the authorities have terminated the agreement of the petitioner.

Learned counsel for the respondents submits that the petitioner has not performed any work and the onus was on him to show that as to what materials were covered under the Price Variation Clause with supporting documents to enable the respondents to consider his plea and further that till date though the term of the agreement expired on 09.11.2013 itself, the work has neither been done nor there has been any application by the petitioner for extension of time. However, he submits that all these disputes which primarily relate to factual aspects are arbitrable as per Clause 64 (1) of the General and Special Condition of Contract, 2008.

Having considered the rival submissions, the Court is not in a position to interfere in the matter as neither full facts have been brought on record nor any infraction of any legal right has been shown. Accordingly, the writ petition stands disposed off with liberty to the petitioner to move for arbitration as per the aforesaid provision before the authorities concerned which shall decide the matter in accordance with law, after giving opportunity of hearing to the parties concerned.

If such request is made by the petitioner as per the aforesaid Clause, the authority shall ensure that the timeframe fixed for appointing Arbitrator / Tribunal is adhered to and thereafter the Arbitrator / Tribunal shall dispose off the matter also within the statutory time schedule fixed for such purpose.

(Ahsanuddin Amanullah, J)

Anjani/-

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