

NAFR

HIGH COURT OF CHHATTISGARH, BILASPUR**Writ Appeal No. 381 of 2016**

R. K. Transport Co. Through Its Proprietor, Ramesh Kumar Jain, S/o Late Heera Lal Jain, Aged About 58 Years, R/o Navkaar Parisar, Pulgaon Naka, District Durg (Chhattisgarh)

---- Appellant**Versus**

1. Neyveli Lignite Corporation Ltd. A Government Of India Enterprise, Through Its Chief General Manager/ Mine- I And I- A, Neyveli Lignite Corporation Ltd., Administrative Office, Mine- I And I- A, Block No. 26, Neyveli, 607803, District Cuddalore (Tamil Nadu)
2. The General Manager/ Tech/ Mines, Office Of The Chief General Manager/ Mine- I And I- A, Neyveli Lignite Corporation Ltd., Technical Section, Administrative Office, Mine- I And I- A, Block No. 26, Neyveli, 607803, District Cuddalore (Tamil Nadu)
3. The Deputy General Manager/ Tech./ Mine- 1 And I- A, Neyveli Lignite Corporation Ltd., Technical Section, Administrative Office, Mine- I And I- A, Block No. 26, Neyveli, District Cuddalore (Tamil Nadu)
4. Bank Of India, Zonal Office, First Floor, G.D. Shesh Nilayam, Tatyapara, Raipur, District Raipur (Chhattisgarh)
5. Bank Of India, Through Chief Manager Durg Branch Of First Floor, Indira Market, Durg, District Durg (Chhattisgarh)

---- Respondents

For Appellant	: Shri Ashish Surana, Advocate
For Respondents No.1 to 3	: Shri B.D. Guru, Advocate

Hon'ble Shri Deepak Gupta, Chief Justice
Hon'ble Shri Justice P. Sam Koshy

Order on Board**Per Deepak Gupta, Chief Justice****11/08/2016**

1. This writ appeal is directed against the judgment dated 26.7.2016 passed by Learned Single Judge of this Court in Writ Petition (C) No.756 of 2016 whereby the Learned Single Judge has rejected the writ petition on the ground of lack of jurisdiction.

2. It is undisputed that the agreement entered into between the writ

Petitioner and Respondent No.1 contains a Clause that with regard to civil disputes, only the civil Court at Neyveli would have the jurisdiction to hear the same. It is urged on behalf of the Appellant that there is no mention of writ jurisdiction and therefore, this Court can also exercise writ jurisdiction.

3. The dispute in the present case is essentially a civil dispute as to whether the Bank Guarantee can be invoked at this stage or not. It is not a matter affecting the fundamental rights or statutory rights of the Appellant. It is governed by the terms of the contract. Without going into the question whether the writ petition is maintainable or not, the dispute being in the nature of civil dispute, the writ petition is only maintainable before the Court which has territorial jurisdiction over the area of Neyveli i.e. the Madras High Court.

4. We therefore find no merit in the appeal. It is dismissed accordingly.

Sd/-
(Deepak Gupta)
CHIEF JUSTICE

Sd/-
(P. Sam Koshy)
JUDGE