

HIGH COURT OF CHHATTISGARH, BILASPUR

WPC No. 756 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)

---- Petitioner

Versus

1. Neyveli Lignite Corporation Ltd. A Government Of India Enterprise, Through Its Chief General Manager/ Mine-1 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 Petitioner : Mr. Ashish Surana, Advocate.
For Respondent Nos. 1 to 3 : Mr. B.D. Guru, Advocate.
For Respondent Nos. 4 & 5 : Mr. Anand Shukla, Advocate.

Hon'ble Shri Justice Manindra Mohan Shrivastava

Order On Board

26/07/2016

Heard.

1. Preliminary objection with regard to maintainability of the Writ Petition was taken in view of clause 17 of the agreement by which, both the parties had agreed that the jurisdictional Civil Court alone have exclusive jurisdiction over any kind of dispute in relation to the contract.

2. Learned counsel for the petitioner submits that present is a case of invocation of bank guarantee, a separate agreement, therefore, terms and conditions of the agreement executed between parties shall not govern the dispute arising out of a case of invocation of bank guarantee.
3. Division Bench of this Court has held that in view of the agreement clause even the Writ Petition would not be maintainable vide order 01.10.2015 passed in WPC No. 1722 of 2015. Later on, in a matter of invocation of bank guarantee, this Court, in view of order dated 01.10.2015 has passed the order on 06.04.2016 in WPC No. 586 of 2016.
4. Accordingly, in the matter of invocation of bank guarantee, similar orders are required to be passed by this Court. Thus, in view of the order dated 01.10.2015 passed by the Division Bench of this Court in WPC No. 1722 of 2015, this petition is dismissed with liberty to the petitioner to take recourse to appropriate remedy before the jurisdictional Civil Court.

Sd/-
(Manindra Mohan Shrivastava)
Judge