

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.17598 of 2016

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1. Md. Sarfaraz Khan, S/o late Rafik khan Resident of Village- Usia Khas, P.S. Dildar Nagar, District Gazipur (U.P.).
 2. Sunil Kumar Singh, S/o late Baikhunt Singh, Resident of Village- Karhiya, P.S. Gahamar, District Gazipur (U.P.).
 3. Bijendra Kumar Singh, S/o Ram Narayan Singh, Resident of Village- Maghauri, P.O. Maghauri, District: Patna.
 4. Arun Kumar Singh, S/o late Anandi Singh Resident of Village- Mananpur Basti, P.S. Mananpur, District- Lakhisarai.
 5. Arbind Kumar, S/o- Deep Narain Rai Resident of Village- Aunta, P.O.- Aunto Mokaghat, District- Patna.
 6. Pramod Kumar Singh S/o Sri Dhananjay Resident of Village- Dadpur, P.O. Keshopur, District Jamui.
 7. Guria Devi W/o late Chandan Kumar Resident of Village- Ratanpur, P.S. Gidhaur, District Jamui.
 8. Yogendra Kumar Singh S/o Dharmraj Singh Resident of Village- Korai, P.S. Bihiya, District Bhojpur.

.... Petitioners

Versus

1. The Union of India through its General Manager, East Central Railway, Hajipur.
2. Senior Divisional Commercial Manager, East Central Railway Danapur.
3. The Divisional Railway Manager (Commercial) ,East Central Railway Danapur.

.... Respondents

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Appearance :

For the Petitioner/s : Mr. Arun Kumar Gupta, Adv.

For the Respondent/s : Mr. Sanjeet Kumar Tiwari, Adv.

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 22-02-2017

Heard learned counsel for the petitioners and learned
counsel for the Railway.



2. In the present case, dispute has been raised by the petitioner about floating of the new tender and non-payment of his commission.

3. Learned counsel for the Railway has pointed out that in all the agreements in which the petitioners are parties with the Railways there is an arbitration clause, which provides that in case of any dispute and difference between the parties, the same will be settled by the Arbitrator.

4. It will be relevant to quote Clause 19 of the agreement, which reads as under:-

“19. If any disputes, difference or question shall arise between the Railway Administration and the local contractor as to the respect right, duties and obligations of the parties hereto as to the construction or interpretation of any of the terms and conditions of this agreement or as to its application (except the decision whereof is herein expressly provided for) then the same shall be referred to the sole arbitration of General Manager of the Railway or if he be unable or unwilling to act then to the sole Arbitration of any persons appointed by him on this behalf and the decision of the General Manager or of the persons so appointed shall be final and binding on the parties.”



5. In such view of the matter, let the petitioners exhaust the remedy as available under the agreement. The petitioners would have liberty to take legal course as available under the Arbitration Act.

6. With the aforesaid observations and directions, this writ application is disposed of.

(Shivaji Pandey, J)

pawan/-

AFR/NAFR	N.A.F.R.
CAV DATE	N/A.
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