

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.16688 of 2015

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Keshari Nandan Tiwary Son of Shyam Narayan Tiwary, Resident of Mohalla - Gyan Kala Kendra Amgola, Muzaffarpur, Presently residing at Mohalla - Behind Sursand Kothi, Amgola Road, Muzaffarpur.

.... Petitioner/s

Versus

1. The Union of India through the General Manager, East Central Railway, Hajipur.
2. The Divisional Railway Manager / Engineering East Central Railway, Samastipur.
3. The Sr. Divisional Engineer East Central Railway, Samastipur.
4. The Chief Inspector of work East Central Railway, Darbhanga.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Ram Babu Rai

For the Respondent/s : M/s Anil Kumar, Abhimanju Deo,
Ashish Sinha, Yash Mathur, Advs.

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY
ORAL ORDER

2 11-05-2017 Heard learned counsel for the petitioner and learned counsel for the respondents.

This writ application has been filed for directing the respondents to refund the amount of earnest money Rs.7200/- and Rs.3000/- with consequential compound interest deposited through Vikas Cash Certificate C No. 0212495/1098 dated 16.10.1989 and C. No. 0212494/1097 (Item 1 & 2) dated 16.10.1989 duly pledged in favour of F.A. & CAO/NE Railway issued by Syndicate Bank, Muzaffarpur and further the petitioner is also seeking compensation for the damage and loss as advancement Rs.40,000/- as well as Rs. 25,000/- at the rate of 18% compound



interest as per annum paid to the party for tarfelt along with the work would have been executed at least 10% profit of total value of the works Rs.2,84,429/- contract Agreement No. DRM/W-1/132(Item-1) dated 18.10.1989 total value of the work Rs.119707 C No. DRM/W-1/133 (Item -2) dated 18.10.1989, caused to the petitioner contractor through sudden stop by the Railway Department due to earlier completion of work (02.10.1989), contract agreement made on 18.10.1989 between the President of India acting through the Railway Administration and the contractor/petitioner whereby and whereunder he has got aggrieved and subsequently, he has preferred the jurisdiction of this Court directing the Railway respondent to make payment the entire amount with proper consequential compound interest as per annum for the redressal of grievances of the petitioner to meet the ends of justice.

This matter is related to the year 1989.

It appears from the record that the petitioner has filed an application on 10.02.1999 before the General Manager, North Eastern Railway, Gorakhpur for appointment of Arbitrator.

As per the claim of the petitioner, the Arbitrator was not appointed. Again the petitioner issued a notice under section 80 C.P.C. on 30.02.2001. Thereafter, the petitioner approached



this Court in C.W.J.C. No.19889 of 2010, which stood dismissed for default, but the Court has given liberty in M.J.C. No. 1310 of 2015 for filing a fresh writ petition.

In the present case, money claim is a very old one that has already been repudiated by the Railway Administration vide order dated 15.05.2001 and it is presumed that the dispute has not remained alive, in such view of the matter, this petition is dismissed because of delay and laches.

(Shivaji Pandey, J)

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