

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.2297 of 2015

=====

M/s Pratibha Royal (Jv), a Joint Venture Companies having its Office at 18, R.N Mukherjee Raod, 6th Floor, kolkata-700001, through its Authorized Signatory Dhahanjay Kumar Son of Late Kamdeo Sharma Resident of Plot No- C-69, , Police Colony, Anishabad, P.S - Gardanibagh District - Patna.

.... Petitioner/s

Versus

1. The East Central Railway through the Chief Administrative Officer [Construction], East Central Railway, Mahendru Ghat, Patna.
2. The Financial Advisor & Chief Accounts officer [Construction], East Central Railway, Mahendru Ghat, Patha.
3. The Chief Engineer [Construction], (South) East Central Railway having its Office Situated at Barkakana, Ramgargh, Jharkhand.
4. The Dy.Chief Engineer [construction], East Central Railway, Barkakana, Jharkhand.

.... Respondent/s

=====

Appearance :

For the Petitioner/s : Mr. Alok Kumar Agrawal, Adv.
For the Respondent/s : Mr. Shivendra Kishore, Sr. Adv.
Mr. Anil Kr. Sinha, Adv.

=====

CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 23-02-2017

Heard learned counsel for the parties.

Learned counsel for the petitioner has produced the list of three Hon'ble retired Judges of this Court.

Learned counsel for the Railway, as per instruction what they have received, has submitted that any retired railway officer should be made an Arbitrator.

This Court has already eloquently mentioned in the order dated 20.2.2017 that this Court would like to appoint an independent Arbitrator so that neither of the parties may feel any prejudice with respect to appointment of the Arbitrator.

In that view of the matter, this Court would appoint Hon'ble



Mr. Justice R.K. Datta, a retired Judge of this Court, as a sole Arbitrator to arbitrate in the present case.

Let this order be communicated to Hon’ble Mr. R.K. Datta, a retired Judge of this Court, for its needful.

The petitioner has an apprehension that the moment the interim order passed this Court will be vacated, the Railway will encash the security amount. Looking to the facts and circumstances of the case, the Railway will be at liberty to appoint a fresh Contractor for completion of the work but, up to 30 days from today, the Railway will not encash the security deposit from the Bank Guarantee.

As the matter is being referred to the Arbitrator, the Railway will be at liberty to terminate the contract with respect to the work allotted to the present petitioner.

If the petitioner does not get an interim order from the Tribunal, the Railway will be at liberty to take action in terms of the agreement.

The petitioner is also directed to keep the Bank Guarantee alive up to two months.

This application stands disposed of.

(Shivaji Pandey, J)

Rishi/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	28.02.2017
Transmission Date	

