

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.6773 of 2016

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1. Anwar Siddique Son of Md. Mobin Resident of New Paharpur, Police Colony,
Post Office- Anisabad, Police Station- Gardanibagh, District- Patna.

.... Petitioner/s

Versus

1. The Union of India through the General Manager, Eastern Central Railway Zone,
Hajipur.
2. The Senior Divisional Commercial Manager (D.C.M.), Railway Danapur Patna,
Bihar.
3. The Chief Booking Supervisor Railway, Patna (C.B.S.)
4. The C.T.I. (G) Chief Ticket Inspector Patna Junction. Patna. null null
5. The R.P.F. Railway Protection Force Patna Junction, Patna.

.... Respondent/s

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Appearance :

For the Petitioner/s : Mr. Zeyaul Hoda

For the Respondent/s : Mr. Abbas Haider

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 07-03-2017

Heard learned counsel for the petitioner and learned
counsel for the railway.

In the present writ petition, petitioner is challenging the
action of the railway administration by issuing a letter dated
3.3.2016 by which Senior Divisional Commercial manager,
Danapur has terminated the agreement of contract of J.T.B.S.
contract. Petitioner under the agreement was given franchise of
J.T.B.S. at Patna Junction for issuance of general ticket,
established the shop in premises of Madani Musafir Khan. In
terms of the agreement the petitioner was only authorized to



issue general ticket and was not authorized to issue reservation ticket.

The police on information raided the premises and found petitioner was engaged himself in issuing the reservation ticket. A plea has been taken by the petitioner that he along with his partner engaged in this business and his partner has also opened a window for reservation franchise given by IRTC and he has established the shop at Anishabad and he has brought the reservation ticket from the office at Anisabad. As per claim of the petitioner two tickets were found by the police party which led to criminal case and ultimately the railway administration has terminated the agreement on the ground of violation of terms of the agreement as under the agreement petitioner was only obliged to issue general ticket not reserve ticket.

Learned counsel for the petitioner submits that before taking action he was not given notice as he has pointed out Clause 5 of the agreement which is as follows:

“5. Termination of contract: Each side can terminate the contract without assigning any reason by giving one month notice.”

Learned counsel for the Railway has pointed out that under the agreement there is provision for resolution of dispute



in arbitration and DRM will be the final authority for resolving any dispute between the JTBS and railway administration. The appeal will lie to AGM in Headquarters. It will be relevant to quote Clause 6 of the agreement:

“6. Arbitration: DRM will be the final authority for resolving any dispute between the JTBS and railway administration. The appeal will lie to AGM in Headquarter.”

In view of the alternative remedy available to the petitioner, he should exhaust that remedy before approaching this Court.

In such view of the matter this writ petition is disposed of with a liberty to exhaust the alternative remedy available under the contract. If the petitioner files any application before the DRM, he will be obliged to dispose of the matter within a period of four months from the date of filing of the application.

With the aforesaid observation and direction this writ petition is disposed of.

Vinay/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	9.3.2017
Transmission Date	NA

(Shivaji Pandey, J)

