

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.15934 of 2016

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1. Paras Nath Singh, son of Shiv Janam Singh, resident of village-Bairi, P.O.-Karmaini, P.S.-Sanjhauli, District-Rohtas.
 2. Md. Naseem Ahmad Khan, son of Md. Ayub Khan, resident of village-Karasi, P.O.-Karasi, District-Rohtas.
 3. Ajai Kumar Singh, son of Lakhandev Singh, resident of village-Amarpura (East), P.O.-Jakhim, District-Aurangabad.
 4. Pramsot Kumar Singh, son of Ram Prasad Singh, resident of village-Pahaleza, P.O.-Pahaleza, District-Rohtas.
 5. Dudheshwar Singh, son of Mudrika Singh, resident of village-Chiraila, P.O.Jagadishpur, District-Aurangabad.

.... Petitioners

Versus

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

.... Respondents

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Appearance:

For the Petitioner/s : Mr. N.K. Agrawal, Senior Adv.
Mr. Arun Kumar Gupta, Adv.
For the Respondent/s : Mr. Anand Kumar, Adv.

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CORAM: HONOURABLE MR. JUSTICE SHIVAJI PANDEY

ORAL JUDGMENT

Date: 11-01-2017

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

2. The present case can be disposed of on a short point that the petitioners have a remedy as per the terms and conditions of the agreement under the Arbitration Act.

3. The petitioners were appointed as “Halt Contractor” for selling the ticket. After the period was over, the Railway has



issued a fresh advertisement, which is under challenge before this Court.

4. Learned counsel for the Railways 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.

5. It will be relevant to quote Clauses-18 and 19 of the agreement, which read as under:-

“18. 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 said 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.

19. If any disputes, difference or question shall arise between the Rly. Administration and the local contractor as to the respect right, duties and obligations of the



parties hereto or 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 same shall be referred to the sole arbitration of the General Manager of the Railway or if he be unable or unwilling to act then to the sole arbitration of any person appointed by him in this behalf and the decision of the General Manager or of the persons so appointed shall be final and binding on the parties hereto.”

6. 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.

7. 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.
Uploading Date	16.01.2017
Transmission Date	

