

IN THE HIGH COURT OF JUDICATURE AT PATNA

Civil Writ Jurisdiction Case No.11802 of 2013

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1. M/s Arpit Enterprises a Proprietor ship firm through its present Proprietor Atul Jain having its Registered office at 108, Sanyal Enclane, Near Pal Hotel, Budh Marg, Patna and Camp Office at Fatuha Container Terminal, Patna
 2. Arpit Jain son of Late H.B. Jain, resident of 108 Sanyal Enclave, Near Pal Hotel Budh Marg, Patna and Camp Office at Fatuha Container Terminal, Patna

.... Petitioners

Versus

1. Union of India through General Manager Container Corporation of India Ltd. (A Government of India Undertaking) Eastern Region Office At Metro Rail Bhawan 10th Floor J. L. Nehru Road, Kolkata- 700071
2. General Manager C & G Container Corporation of India Ltd. Eastern Region, Office At Metro Rail Bhawan 10th Floor, J.L. Nehru Road, Kolkatta 700071
3. Terminal Manager, Container Corporation of India Ltd., Office at Fatuha Terminal, Fatuha Dist.- Patna
4. Chief General Manager, Container Corporation of India Ltd., Office At Metro Rail Bhawan 10th Floor, 33/1 J.L. Nehru Road, Kolkatta- 700071

.... Respondents

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Appearance :

For the Petitioners : None
For the Respondents : Mr. Anil Kumar Sinha
Mr. Akash Meshav, Advocates.

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date: 01-08-2018

The present writ petition has been filed for the following reliefs –

“(A). For a command to respondents to forthwith release the three CRANES of petitioners under custody of respondents at Fatuha Railway Terminal Yard, Patna.

(B). For a command to respondents to suitably compensate the petitioners for forcible, illegal custody of three CRANES bearing Registration Nos:

HR 38BG 5729



CG 07 ZH 0172

HR 38A 6073

Since 01.02.2013 without any rhyme and reason.

(C). For issuance of any other writ/writs direction/directions as deem fit and proper in this case."

2. None appears on behalf of the petitioner despite repeated calls.

3. A perusal of the writ petition discloses that the petitioner has claimed the release of the three cranes upon completion of the work of loading and unloading of iron materials supplied by sale, pursuant to successful participation in an open tender of the respondents.

4. Learned counsel for the respondent-Railway invites reference to paragraph-5 of the counter affidavit according to which it is stated that the cranes of the petitioner cannot be released in view of the custody and indemnity bond (Annexure R/4) submitted by the petitioner who was responsible for safe custody of the materials. The petitioner has failed to pay an amount of Rs. 2,06,04,147/- towards the value of shortage of materials and for which the letter dated 11.03.2013 has also been served on the petitioner calling for payment.

5. Having considered the averments in the writ petition and the stand of the respondents, this Court finds the writ petition to be devoid of merit. A specific stand has been taken by the



respondents that the petitioner has defaulted in payment of Rs. 2,06,04,147/- towards the value of shortage of materials, which the petitioner was liable to pay in terms of the custody and indemnity bond submitted by it. The stand of the respondents has also not been controverted and no rejoinder to the counter affidavit has been filed.

6. The writ petition accordingly stands dismissed.

(Vikash Jain, J)

Md. Ibrarul/BT

AFR/NAFR	NAFR
CAV DATE	N.A.
Uploading Date	04.08.2018
Transmission Date	N.A.

