

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.19718 of 2013

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Roy and Roy Construction Through Its Managing Director, Ram Ekwel Roy
Son Of Late Rajeshwar Roy Resident Of Village - Dilwarpur, P.S. -
Bahadurpur, District - Darbhanga

... .. Petitioner/s

Versus

1. The Union Of India Through General Manager, East Central Railway,
Hazipur, Vaishali
2. Principal Chief Engineer (Engineering), E.C. Railway, Hazipur
3. Divisional Railway Manager (Engineering), E.C. Railway, Samastipur
4. Senior Divisional Engineer (Coordination), E.C. Railway, Samastipur
5. Assistant Divisional Engineer-Ii, E.C. Railway, Darbhanga
6. Senior Section Engineer Works, E.C. Railway, Darbhanga
7. Senior Divisional Finance Manager, E.C. Railway, Samastipur

... .. Respondent/s

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Appearance :

For the Petitioner/s : Mr. Satish Chandra Jha-3, Adv
For the Respondent/s : Mr. Bijoy Kumar Sinha, Adv

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date : 17-12-2018

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

2. The present writ petition has been filed for quashing
the letter no. W/98/DW-10/W-1/342 dated 28.06.2013
(Annexure-1) whereby and whereunder works contract
allowed in favour of the petitioner vide contract agreement
no. DRM/TC/497 dated 20.07.20-12 has been
cancelled/rescinded by the respondents as well as quashing
the consequential letter no. W/98/DW-10/W-1/05 dated
01.06/07.2013 (Annexure-2) by which the security deposit
amount and performance guarantee amounting to Rs.
2,88,600/- have been forfeited with a direction to encash the



same and debited in the Railway account.

3. At the very outset, this Court takes note that remedy by way of arbitration is available to the petitioner for the relief sought in the writ petition.

4. In that view of the matter, this Court is not inclined to interfere in the matter to exercise its extraordinary writ jurisdiction. The writ petition accordingly stands disposed of with liberty to the petitioner to invoke the arbitration clause for redressal of its grievances. It is made clear that this Court is not expressing any opinion on the merits of the matter.

5. It is made clear that in case such an application is filed, the concerned authority would have regard to the present proceeding being pursued by the petitioner while considering any issue relating to condonation of delay, if applicable.

(Vikash Jain, J)

Chandran/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	19.12.2018
Transmission Date	NA

