

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.11200 of 2019

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M/s 4G Identity Solutions Pvt. Ltd. having its present Registered Office at Plot No.280,Road No.78,Jubilee Hills,Hyderabad (Telengana) through its Authorised Signatory Venkata Ratnam Dhanemkulu (aged about 41 years) (Male) Son of Venkata Ramaiah,Resident of Flat No.204, Tower No. L.H.4,Lanco Hills, P.S. Manikonda,Puppalaguda K.V. Rangareddy,Dist.-Telengana

... .. Petitioner/s

Versus

1. The State of Bihar through the Principal Secretary,Department of Food and Consumer Protection, Govt. of Bihar,Patna
2. The Bihar State Food and Civil Supplies Corporation Ltd., having its office at Khadya Bhawan,Daroga Rai Path,R-Block,Road No.2,Patna through its Managing Director
3. The Managing Director, Bihar State Food and Civil Supplies Corporation Ltd.,having its office at Khadya Bhawan, Daroga Rai Path,R-Block,Road No.2,Patna through its Managing Director.
4. The Vigilance Officer, Bihar State Food and Civil Supplies Corporation Ltd.,having its office at Khadya Bhawan,Daroga Rai Path,R-Block,Road No.2,Patna.
5. The District Manager, Bihar State Food and Civil Supplies Corporation Ltd., having is office at Shankar Chowk, Dumra, District – Sitamarhi.
6. The Assistant Godown Manager, Bihar State Food and Civil Supplies Corporation Ltd.,Runisaidpur,Dist.-Sitamarhi
7. The Accounts Officer, Bihar State Food and Civil Supplies Corporation Ltd.,Sitamarhi

... .. Respondents

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Appearance :

For the Petitioner/s	:	Mr.Alok Kumar Agrawal, Advocate
For the Respondent/s	:	Mr.S.Raza Ahmad (AAG5)
For the Corporation	:	Mr. Shailendra Kr. Singh, Advocate

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CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

3 15-10-2019 Although Mr. Shailendra Kumar Singh, learned

counsel for the Corporation submits that the counter

affidavit is under preparation, learned Senior Counsel for



the petitioner as well as the Corporation are in agreement that the matter may be disposed off in view of the provisions as contained in Clause 9 of the General Condition of Contract.

Clause 9 of the General Conditions of Contract reads as under:-

“9. Settlement of Disputes

9.1 Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the Interpretation thereof.

9.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this contract, which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement, may be submitted by either Party for settlement, if the dispute(s) is not resolved amicably then it shall be referred to arbitration and shall be dealt as per the provisions of the arbitration & conciliation Act.”

In the writ application there is no statement that the petitioner has approached the Corporation for an amicable settlement of the disputes. Learned senior counsel for the petitioner submits that the petitioner may be granted liberty to approach the Corporation for amicable settlement in terms of Clause 9.1 of the General Conditions of



Contract.

Learned counsel for the Corporation has no objection to the same.

In the aforesaid view of the matter the writ application is being disposed off with a liberty to the petitioner to invoke Clause 9 of the General Conditions of Contract by approaching the Corporation with an appropriate request for amicable settlement of the disputes, and if such a request is made by the petitioner within a period of 30 days from today, the same will be considered by the competent authority of the Corporation on the basis of the materials available on the record and in accordance with law.

The writ application stands disposed off accordingly.

Let the entire exercise be completed within a period of three months from the date of receipt of the request from the petitioner.

(Rajeev Ranjan Prasad, J)

Rajeev/-

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