

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.13969 of 2019

Hindustan Steelworks Construction Ltd. (Government of India undertaking),
A Subsidiary of NBCC (India) Limited, having its one of the Project Office
amongst others at Land Development Bank Building (3rd Floor), Budh Marg,
Patna 800001 through its Addl. General Manager (Engg.), Sri Prabhat Kumar
Singh, Son of Sri Hans Lal Singh an adult male aged about 56 years, R/o
Keshopur, P.S.- Barhara, District- Bhojpur.

... .. Petitioner

Versus

1. The Union of India through the Secretary, Ministry of Railway, Rail Bhawan, New Delhi.
2. The Chairman, Railway Board, Rail Bhawan, New Delhi.
3. The General Manager, East Central Railway, Hajipur, District- Vaishali.
4. The Chief Administrative officer, (Construction), East Central Railway, Mahendru Ghat, Patna, District- Patna- 800004.
5. The Chief Engineer (Construction), East Central Railway, Mahendru Ghat, Patna, District- Patna- 800004.
6. The Deputy Chief Engineer /(Con)/II, East Central Railway, Hazipur, District- Vaishali - 844101
7. The Deputy Chief Engineer/Con/Dhanbad Division, East Central Railway, Chopan.

... .. Respondents

Appearance :

For the Petitioner/s	:	Mr.P.N. Shahi, Sr. Advocate Mr.Saket Tiwary, Advocate Mr.Anurag Singh, Advocate Mr.Saket Gupta, Advocate
For the State	:	Mr.Ramadhar Shekhar (Ad.Sc.Railway)

CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

2 06-08-2019 At the outset, learned Senior Counsel representing the

petitioner submits that though the contract in question was

terminated as back as on 01.07.2009, the respondent-East

Central Railway has come out with a demand of Rs.

6,77,27,782/- for the first time vide its order dated

18/21.02.2019.



Learned Senior Counsel submits that the demand raised after about 10 years from the date of termination of the contract is in fact a much belated demand and would be barred by limitation.

Mr. Kumar Manish, learned counsel representing the Railways submits that there is an arbitration clause in the agreement and whether the claim would be barred by limitation or not may be an issue of consideration and it may be decided only after entering into the facts. It is submitted that on the face of the arbitration clause there is no reason as to why the writ application should be maintained.

Learned Senior Counsel for the petitioner submits at this stage that in the aforesaid view of the matter he will take recourse to the arbitration clause under the contract in question.

This writ application is being disposed off by taking note of the stand of the parties giving liberty to the petitioner to approach the Arbitral Tribunal under the contract. For a period of three weeks from today no coercive action shall be taken against the petitioner.

(Rajeev Ranjan Prasad, J)

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