

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.21428 of 2019

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Mahnar Infratech Pvt. Ltd. through its Director Mr. Rajeev Ranjan, aged about 46 years (M), Son of Sri Kailash Singh, Resident of Mohalla-Tanrachouri, P.O. and P.S. Mahnar, District- Vaishali, Corporate Office-House No. 275, Road No. 5, Rajput Nagar, Hajipur, District- Vaishali.

... .. Petitioner/s

Versus

1. The Union of India through General Manager, East Central Railway, Hajipur (Vaishali).
2. The General Manager, East Central Railway, Hajipur (Vaishali).
3. The Divisional Railway Manager (in Short D.R.M), East Central Railway, Sonpur, District- Saran.
4. The Senior Divisional Engineer (Cordination) East Central Railway, Sonpur, District- Saran.
5. The Senior Divisional Engineer-1, East Central Railway, Sonpur, District- Saran.
6. The Assistant Divisional Engineer (Line), East Central Railway, Sonpur, District- Saran.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr.Manish Sahay, Adv. Mr. Anil Kumar Sinha, Adv.
For the Respondent/s	:	Mr.Anil Singh, Adv.

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CORAM: HONOURABLE MR. JUSTICE RAJEEV RANJAN PRASAD
ORAL ORDER

2 14-11-2019 It is an admitted position that against the contract value of Rs.3,01,51,508/- the petitioner has already received payment of Rs.3,86,84,703.66. It is, however, submission of the petitioner that the petitioner is entitled for a total amount of Rs.7,98,06,281/-, therefore, the remaining amount of Rs.4,11,21,578.17 is still required to be paid by the respondents.

Mr. Anil Singh, learned counsel representing the Railways has strongly objected the claim of the petitioner. It is



his submission that in terms of the contract if the work exceeds to the extent of 150% to the contract value it should be permitted, if found necessary only through fresh tenders or by negotiating with existing contractor, with prior concurrence of FA&CAO and approval of General Manager. Learned counsel submits that in the entire writ application petitioner has not made any statement that he was asked to do the work beyond the limit of 150% by following the terms of the contract.

It is further submitted that under Clause 41 of the contract document there is an arbitration clause and all disputes and differences of any kind arising out of or in connection with the contract whether during the progress of work or after its completion are to be referred to the arbitration subject to the conditions mentioned therein. It is, thus, submitted that the writ application is not fit to be entertained in the given facts and circumstances of the case.

Having heard learned counsel for the petitioner and the Railways, after going through the writ application, this Court finds that the claim of the petitioner is in the nature of pure and simple money claim said to be arising out of a contract with the Railways. In view of the dispute raised by the Railways



at this stage, this Court finds that the dispute with respect to payability of the amount cannot be adjudicated by this Court sitting in its writ jurisdiction. The petitioner, if so advised, may seek its remedy under clause 41 of the contract document which contains an arbitration clause.

With the aforesaid liberty to the petitioner, the writ application is disposed off.

(Rajeev Ranjan Prasad, J)

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