

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.7353 of 2020

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Dongfang Electronics Private Limited having its registered office at Plot No. 722, Udyog Vihar, Phase No.- V, Gurugram, Haryana through its Project Manager namely Umesh Chakraverti, Male, aged about 36 years, Son of Shri Fullu Ram Chakraverti, resident of Badagaon, District- Katni, Madhya Pradesh.

... .. Petitioner/s

Versus

1. The Union of India through the Secretary, Ministry of Power, Government of India, New Delhi.
2. The Chairman cum Managing Director, Power Finance Corporation Limited, Barakhambha Road, Cannaught Place, New Delhi.
3. The Managing Director, North Bihar Power Distribution Corporation Limited, Patna.
4. The Managing Director, South Bihar Power Distribution Corporation Limited, Patna.
5. The Director (Project), North Bihar Power Distribution Company Ltd.
6. The Director (Project), South Bihar Power Distribution Company Ltd.
7. The Chief Engineer (Project-1) Urban South Bihar Power Distribution Company Ltd.
8. The Chief Engineer (Project-2), North Bihar Power Distribution Company Ltd.
9. The Chief Engineer (Project-1), North Bihar Power Distribution Company Ltd.
10. The Chief Engineer (Project-2), North Bihar Power Distribution Company Ltd.

... .. Respondent/s

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Appearance :

For the Petitioner :	Mr. J.S. Arora, Senior Advocate
For Respondent Nos. 3 to 10	Mr. Umesh Prasad Singh, Senior Advocate
	Mr. Kunal Tiwari, Advocate
For Respondent Nos. 1 and 2	Dr. K.N.Singh(ASG)
	Dr. Anshuman, CGC

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CORAM: HONOURABLE MR. JUSTICE VIKASH JAIN

ORAL JUDGMENT

Date : 01-09-2020

Heard learned Senior Counsel for the petitioner and
learned Senior Counsel for the respondents through video



conference. The petitioner undertakes that all defects pointed out by the Stamp Reporter shall be removed, and compliance with the conditions of the notices of this Court with regard to acceptance of e-filing shall be made, without delay immediately after the lockdown ends, and in any event within one month thereof.

2. The following reliefs as formulated by the petitioner have been claimed in the writ petition-

“A. A writ, order/s direction quashing the order of termination as contained in Letter No. 1473 dated 20.07.2020 issued under the signature of Respondent no.7, whereby and where under by invoking the GCC clause 10.30 of RPF No. 43/PR SBPDCL and Clause general terms of letter of award dated 24.10.2019, cone-month termination notice has been issued against the petitioner to be effective from the date of issuance of the said also where by the petitioner company has been debarred from participating in future tender for two years.

B. A writ in the nature of mandamus or any other appropriate writ order/s direction-

i. holding that the process of debarment and/or blacklisting is an entirely separate procedure for which separate provisions are there in the GCC and an entirely separate and different procedure is required.

ii. Consequent upon quashing, commanding the respondents to allow the



petitioner company to carry out the work assignment and to perform the reciprocal obligations in the interest of public of large.

iii. Not to take any coercive action against including encashment of the Bank Guarantee till pendency of this application.”

3. Mr. J.S. Arora, learned Senior Counsel, appearing on behalf of the petitioner has sought to persuade this Court to interfere in the matter of termination of contract on the ground that the same is arbitrary. It is further pointed out that the petitioner has arbitrarily also been debarred for a period of two years in terms of Clause 10 of letter No. 1473 dated 20.07.2020 (Annexure-11.)

4. Learned Senior Counsel, Mr. Umesh Prasad Singh, appearing on behalf of respondent nos. 3 to 10 submits that no relief in the present writ petition ought to be granted to the petitioner in view of Clause 10.32 of the GCC specifically providing the forum of arbitration to the petitioner. Furthermore, he invites reference to letter No. 1628 dated 20.08.2020 issued in the nature of corrigendum, in which Clause 10 of the aforesaid letter dated 20.07.2020 (Annexure-11) is stated to have been inadvertently added. He therefore makes a statement that as a result of deletion of Clause 10 through the aforesaid corrigendum, the petitioner has not been debarred in respect of the present contract.

5. Having heard the parties and on a consideration of materials on record, this Court is of the view that the petitioner has



adequate alternative remedy in terms of Clause 10.31 of the GCC for settlement of dispute as well as Clause 10.32 providing for arbitration. The petitioner shall be at liberty to invoke such remedy in accordance with law.

6. The writ petition stands disposed of with the aforesaid observations.

7. Office shall ensure that all defects have been removed and compliance with the notices of this Court has been made, within the stipulated time as provided in para 1 hereinabove.

(Vikash Jain, J)

HR/Ibrar

AFR/NAFR	NAFR
CAV DATE	N/A
Uploading Date	02. 09.2020
Transmission Date	N/A

