

**10.08.2021**

Ct. No.13

Sl. No.69

pk

**W.P.A. 12170 of 2021** [via video conference]

***[M/s. Dolar Systems and Services Private Limited & Anr. -Vs- The Union of India & Ors.]***

Mr. Jishnu Chowdhury,  
Mr. Sankar Sen Sarkar,  
Mr. Pran Gopal Das,  
Mr. Tanmoy Sett

... .. for the petitioners

Mr. Debasish Saha,  
Mr. Souvik Dian

... .. for the State Bank of India.

Mr. Rabindranath Bag,  
Mr. Ajay Chaubey,  
Ms. Shakshi Rathi

... for the Railways.

Supplementary affidavit filed by the petitioners is taken on record. Let a copy of the same be served on the counsel for the respondents.

The petitioner no. 1 is aggrieved by an order terminating Contract Agreement No. Sr.DEE/SRC/65/2018-19/03/CMC-RMPU dated 24<sup>th</sup> August, 2019 vide communication dated 10<sup>th</sup> July, 2021.

The facts and circumstances under which the contract was terminated need not be addressed in view of submissions made by Mr. Chowdhury, Ld. Counsel for the writ petitioner.

An unconditional revocable bank guarantee for Rs.9,56,284/- has been furnished by the petitioner no. 1 to the Railways in terms of the aforesaid contract.

Learned counsel for the petitioner no. 1, Mr. Jishnu Chowdhury, on instructions, submits that his client is willing to put in cash of a sum of Rs.9,56,284/- that shall be appropriated by the Railways. However, such appropriation shall be subject to

any civil proceedings and result thereof that may be taken out by the petitioners against the Railways in respect of the subject contract.

Let the aforesaid sum of money be put in by the petitioner no. 1 within seven days from date whereupon the unencashed original bank guarantee shall be handed over to the writ petitioner no.1 by the Railways.

It is made clear that the bank guarantee shall only be handed over to the petitioner no. 1 upon receipt of the aforesaid sum by the Railways and that too within seven days herefrom.

In default of furnishing of the aforesaid sum of money within seven days, the Railways shall be entitled to encash the bank guarantee already invoked by them and the bank-in-question shall be obliged to pay the same forthwith.

With the aforesaid directions, the writ petition is disposed of.

There shall be no order as to costs.

All parties are to act on a server copy of this order duly downloaded from the official website of this court.

***(Rajasekhar Mantha, J.)***