

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.7464 of 2022

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M/s B.H. Cattering and Service having its Office at Isopur, Phulwarisharif, P.S. Phulwarisharif, District- Patna through its proprietor Hani Khatoon, Female, aged about 42 years, Wife of Md. Bablu, Resident of Mohalla-Isopur, P.S. Phulwarisharif, District- Patna.

... .. Petitioner/s

Versus

1. Union of India through the Secretary, Ministry of Railways, Rail Bhawan, Raisina Road, New Delhi.
2. The General Manager, East Central Railway, Hajipur, Vaishali.
3. The Chief Commercial Manager (PM and Catering), East Central Railway, Hajipur Vaishali.
4. The Divisional Railway Manager, Commercial (Catering), East Central Railway, DDU.
5. The Divisional Rail Prabandhak, East Central Railway, DDU Mugalsarai, UP.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Uday Prasad Singh, Advocate
For the UOI	:	Mr. Kumar Priya Ranjan, CGC

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CORAM: HONOURABLE MR. JUSTICE RAJAN GUPTA
and
HONOURABLE MR. JUSTICE DR. ANSHUMAN
ORAL ORDER

(Per: HONOURABLE MR. JUSTICE RAJAN GUPTA)

2 02-08-2022 After arguing at some length, a reference has been made to Clause 19 of the License Agreement which pertains to dispute resolution. The same reads as under:

“19.1 In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and obligations of the parties on any matter in question, dispute or difference on any account, the same will be resolved in terms of the General Conditions of Contract for works of Railways as amended from time to time and as per the provisions of Arbitration and Conciliation (amendment) Act 2015 and the rules



there as amended from time to time, and as per the extent instructions issued by Railway Board.

19.2 *Award past shall final and binding on both Parties.*

19.3 *It is further clarified that during the resolution of the Disputes, the Licensee shall be obligated for the continued performance of its obligations under the agreement until the resolution of the Disputes.*

19.4 *The place and language of Arbitration will be decided by Railway administration.”*

On a query being put to learned counsel whether since disputed question of facts are involved, the same cannot be gone into the writ jurisdiction. However, a query has been put to learned counsel for the parties whether they are ready to invoke the aforesaid Clause 19 regarding dispute resolution, they are agreeable to this.

Under the circumstances, the writ petition is disposed of. The Dispute Resolution Authority shall endeavour to complete the entire process expeditiously.

(Rajan Gupta, J)

(Dr. Anshuman, J)

Anjani/-

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