

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.8924 of 2020

=====

Surya Alloy Industries Limited a Company incorporated under the Companies Act, 1956, represented through its Company Secretary, having its registered Office at 1/1, Camac Street, 3rd Floor, Kolkata 700016, through its authorized signatory Sujoy Banerjee, aged about 51 years, Male, Son of Late Kartik Chandra Banerjee at present residing at Manaspur, Bangle, P.S. Chinchura, District Hoogly, West Bengal.

... .. Petitioner/s

Versus

1. The Union of India through the Secretary, Ministry of Railways, having office at Rail Bhawan, Raisina Road, New Delhi.
2. The Principal Chief Material Manager, at 1st floor, Stores Branch, Administrative Building, Rail Wheel Plant, Bela, P.O. Arvindnagar, District Saran, Bihar.
3. Deputy Chief Material Manager - II, Office of the Principal Chief Material Manager, 1st Floor, Stores Branch, Administrative Building, Rail Wheel Plant, Bela, P.O. Arvindnagar, District Saran, Bihar.
4. The Assistant Material Manager, (Depot), Office of the Principal Chief Material Manager, working for gain at 1st floor, Stores Branch, Administrative Building, Rail Sheet Plant, Bela, P.O. Arvindnagar, District Saran, Bihar.
5. Eastern Railway Service through the General Manager, Working for gain at 17, Netaji Subhash Road, Fairlie Place, Kolkata 700001.
6. RITES Ltd. a company incorporated under the Companies Act, 1956, Service through its Chairman and Managing Director, having its Eastern Regional Office at Central Metro Station Building, 56, C R Avenue, 2nd floor, Kolkata 700012.

... .. Respondent/s

=====

Appearance :

For the Petitioner/s	:	Mr. Prabhat Ranjan, Advocate
For the Respondent/s	:	Dr. K.N. Singh, ASG
		Mr. Prabhat Kumar Verma, Advocate

=====

CORAM: HONOURABLE MR. JUSTICE RAJAN GUPTA

and

HONOURABLE MR. JUSTICE MOHIT KUMAR SHAH

ORAL JUDGMENT

(Per: HONOURABLE MR. JUSTICE RAJAN GUPTA)

Date : 01-02-2022

The matter has been heard *via* video conferencing.



The petitioner has sought quashing of a show cause notice. According to him, the same has been issued ex-parte quantifying the amount recoverable from him as Rs. 66,32,780/- apart from raising other ancillary disputes. Admittedly, arbitration clause exist between the parties which is Clause 2900 of the Indian Railway Standard Conditions of Contract. Apprehension of the petitioner is that the arbitration clause is not in consonance with the existing law as the sole arbitrator has to be the gazetted railway officer to be appointed by the General Manager.

However, counsel appearing for the Railways submits that in terms of Section 12 of the Arbitration and Conciliation Act, a panel has been formed by the Railways. In case, the petitioner makes an application before the Railways, an arbitrator out of the said panel shall be appointed.

Mr. Prabhat Ranjan, learned counsel for the petitioner is satisfied with the statement.

We, thus, dispose off the writ petition with an observation that in case the petitioner files an application before the Railway authorities for appointment of an Arbitrator within four weeks from today, appropriate decision shall be taken by the Railways within two weeks thereafter.



Till then, no coercive steps shall be taken against the petitioner.

However, immediately upon appointment of an Arbitrator, the petitioner shall be at liberty to make an application before the Arbitrator for any interim relief, which he may seek.

(Rajan Gupta, J)

(Mohit Kumar Shah, J)

P. Kumar

AFR/NAFR	
CAV DATE	
Uploading Date	
Transmission Date	

