

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.10237 of 2022

M/s Vijeta Projects and Infrastructure Ltd. a company incorporated under the provisions of Companies Act, 1956 having its Registered Office at Morabadi Maidan, P.S. Bariatu, District Ranchi through its authorized signatory, Anuranjan Kumar Rakesh, aged about 62 years, Male, Son of Sri Prabhu Deo Narayan Singh, Resident of Hari Om Niwas Indraprastha Colony, Bariatu, P.S. Bariatu, Town and District Ranchi.

... .. Petitioner/s

Versus

1. The Union of India through the Secretary, Ministry of Health and Family Welfare, Government of India, New Delhi.
2. The Secretary, Ministry of Health and Family Welfare, Government of India, New Delhi.
3. HLL Infra Tech Services Ltd (HITES), having it Corporate Office at B-14A, Sector - 62, Noida - 201307, U.P. through its Chairman and Managing Director.
4. The Chief Executing Officer, HLL Infra Tech Services Ltd (HITES), having its Registered Office at B-14A, Sector - 62 Noida - 201307, U.P.
5. The Vice President (ID), HLL Infra Tech Services Ltd (HITES), having its Registered Office at B- 14A, Sector - 62, Noida - 201307, U.P.
6. The Associate Vice President (ID), HLL Infra Tech Services Ltd (HITES), having its Registered Office at B- 14A, Sector - 62, Noida - 201307, U.P.
7. The Chief Engineer (ID), HLL Infra Tech Services Ltd (HITES) having its Registered Office at B- 14A, Sector - 62, Noida - 201307, U.P.
8. The Bank of Baroda through its Chief Manager, Bank of Baroda, Ranchi Main Branch, Ranchi, Jharkhand.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr. S.D. Sanjay, Sr. Advocate Mr. Parul Prasad, Advocate
For the Respondent/s	:	Dr. K.N. Singh, ASG Mr. Vivek Prasad, GP-7 Mr. Tuhin Shankar, Advocate Mr. Arvind Kumar, Advocate Mr. Arvind Kumar, Advocate

CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE PARTHA SARTHY
ORAL JUDGMENT
(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 08-12-2022



Heard learned counsel for the parties.

Petitioner has prayed for the following relief(s):-

- i] For a declaration that the notice of termination vide letter No. HITS/IDN/51-C-1/SKMCH-MZF/2021-22/050 dated 22.07.2021 issued by the Respondent HITES terminating the contract, bearing no. HITES/IDN/SMC-MZF/2016-17 as the same is illegal and arbitrary even when the Petitioner was prevented due to force majeure on account of COVID-19 Pandemic and for the fact that time extension was granted till 31.03.2021;
- ii] For a direction upon the Respondents to permit the Petitioner to complete the balance work on the same terms within a further period of five months after rainy season is over; or within a period of seven month from the date the time is extended for the completion of the project work;
- iii] For a direction upon the Respondents Authorities to restore the Bank Guarantee of the Petitioner Company amounting to Rs.18,42,07,975/- encashed by the Respondents Authorities;
- iv] For issuance of an appropriate Writ to restrain the Respondents from imposing Risk & Cost Clause against the Petitioner till the dispute is decided; and/or to pass such other order or orders as Your Lordships may deem fit and proper in the facts and circumstances of the present case.

Much as the Court would have desired the parties to have the disputes amicably resolved, it appears that the efforts put in, even by the learned counsel, has not yielded any result.

As such, the matter requires adjudication.



At this stage, Shri S.D. Sanjay, learned Senior Counsel states that in view of Clause 25 of the GCC (Page-145) of the Paper Book, the petitioner be allowed to approach the respondent authorities and/or take appropriate action, in accordance with law, invoking the arbitration clause.

Prayer allowed.

The petition stands disposed of in the aforesaid terms.

Interlocutory Application(s), if any, shall stand disposed of.

(Sanjay Karol, CJ)

(Partha Sarthy, J)

Amrendra/PKP

AFR/NAFR	
CAV DATE	
Uploading Date	13.12.2022
Transmission Date	

