

22.03.2022.
Court No.13
Item No. 15
ap

**W.P.A. No. 279 of 2022
(Through Video Conference)**

**M/s. Virtue Technology Solution & Anr.
Versus
Union of India & Ors.**

Mr. Prabir Kumar Chaudhuri,
Mr. Phatick Chandra Das.

...For the petitioners.

Mr. Sanajit Kumar Ghosh,
Mr. Raja Ghosh,
Mr. Madhusudan Mukhopadhyay.

...For the Railways.

Affidavit-of-service filed in Court today be taken
on record.

The writ petitioners are aggrieved by the fact
that the Railways are not paying GST as claimed in
pursuance of the terms of contract being executed by
the petitioners for hiring of one no., 5 Ton Capacity
material pick up van for transportation of material for
POH on contractual basis at Kanchrapara Workshop.

Counsel for the Railways submits that in terms
of the agreement between the parties, the price
payable to the petitioners is inclusive of all taxes and
GST.

This Court notes that the dispute primarily
concerns interpretation of contractual terms.

In view of the remedy available under the tender
terms itself, being the Arbitration Clause at Clause
14.0, this Court is not inclined to intervene under
Article 226 of the Constitution of India.

Hence liberty with reserved to the petitioners, as indicated hereinabove, and the instant writ petition shall stand disposed of without any order.

There will be no order as to costs.

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

(*Rajasekhar Mantha, J.*)