

IN THE HIGH COURT OF ORISSA AT CUTTACK

W.P.(C) No. 1881 of 2022

*M/s. Omm Enterprises*

.....

*Petitioner*

*Mr. S.R. Subudhi, Adv.*

Vs.

*General Manager, Rail Sadan,  
East Coast Railway, BBSR &  
Ors.*

.....

*Opposite parties*

*Mr. J. Nayak, CGC*

**CORAM:**

**DR. JUSTICE B.R. SARANGI**

**MISS JUSTICE SAVITRI RATHO**

**ORDER**

**22.03.2022**

**Order No.**

02

This matter is taken up through hybrid mode.

2. Heard Mr. S.R. Subudhi, learned counsel for the petitioner and Mr. J. Nayak, learned Central Government Counsel.

3. Learned counsel for the petitioner states that the tender agreement was executed on 06.09.2019, by which it was stipulated that the petitioner would complete the work within a period of two years, i.e., by 05.09.2021. But fact remains, due to intervening period of pandemic and other natural calamities, the petitioner could not proceed with the work and complete the same and, as such, there was delay in execution of work. Therefore, the action so taken by the authority for forfeiture of security deposit and performance guarantee, vide Annexure-10 dated 27.12.2021 is illegal, arbitrary and unreasonable.

4. Having heard learned counsel for the petitioner and after going through the records, this Court is not inclined to entertain this writ petition, as this Court cannot extend the period of contract to complete the work, unless the same is permissible under law. However, liberty granted to the petitioner to pursue its remedy before the appropriate forum in accordance with law.

5. With the aforesaid liberty, the writ petition stands disposed of.

*Ashok/Puspa*

