

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.720 of 2022

=====

M/s Vikaram Infrastructure Company, Civil Engineers and Contractors, A Registered Partnership Firm, having its office at Gokul Market, Station Road, Vapi-396191 (Gujrat), through its Authorized representative, namely, Ajay M Sanepara, Male, aged about 39 years, Son of Madhubhai Sanepara, Resident of 8/B, Bambawadi, Anath Ashram, P.S. - Katargam, District - Surat (Gujrat).

... .. Petitioner/s

Versus

1. The Indian Railway Workshop Projects through the Chief Administrative Officer (WP), Workshop Projects, 4th Floor, Chamber Bhavan, J.C. Road, Patna - 800 001.
2. The Chief Engineer, Indian Railway Workshop Projects, 4th Floor, Chamber Bhavan, J.C. Road, Patna - 800 001.
3. The Bank of Baroda, through its Branch Manager, Vapi (Main) VAL, Vapi Town Branch, Dist. - Valsad - 396191 (Gujarat).

... .. Respondent/s

=====

Appearance :

For the Petitioner/s	:	Mr. S.D. Sanjay, Sr. Advocate Mr. Mohit Agarwal, Advocate
For Respondent No. 3	:	Mr. Prabhakar Nath Rai, Advocate
For the U.O.I.	:	Mr. Kumar Priya Ranjan, CGC Mr. Vibhuti Kumar, Advocate Mr. Girish Nandan Abhishek, Advocate

=====

CORAM: HONOURABLE MR. JUSTICE P. B. BAJANTHRI
and
HONOURABLE MR. JUSTICE ARUN KUMAR JHA
ORAL ORDER

(Per: HONOURABLE MR. JUSTICE P. B. BAJANTHRI)

6 04-04-2023 In the instant petition, petitioner has prayed for
following reliefs:-

"i] For quashing of the
impugned order as communicated vide
letter No. 824 dated 24.12.2021 issued
under the signature of the Respondent No.
2 wherein he has stated that the contract
between the Petitioner and Respondent
No. 1 stood terminated on 30.04.2018
which was the date of completion of
contract as being wholly illegal and



without any authority of law as also has been passed without issuance of mandatory 7 days as well as 48 hours notice as required under Clause 62.1 of the GCC;

ii] For restraining the Respondents from taking any coercive measures in view of the impugned letter dated 24.12.2021 wherein the Respondents have threatened the Petitioner to forfeit the security deposit and also to en-cash the performance guarantee as being wholly arbitrary and without any authority of law as also in the teeth of the law laid down by the Hon'ble Supreme Court;

iii] For quashing the action of the Respondent to debar the petitioner from participation in a tender for executing the balance work as being wholly arbitrary and without any authority of law;

iv] For preventing the Respondents from taking measurements of the work done in absence of the Petitioner in-spite of large scale spreading of COVID-19 which is preventing the Petitioner from participation in any alleged measurement and also for restraining the Respondents for making unilateral measurement binding on the Petitioner;

v] For a declaration that the Respondents have no right to take any action under Clause 62.2 of the GCC without determination of the rights and obligations and liabilities of the parties by an independent forum/ arbitration tribunal; and for any other relief or reliefs as your Lordship may deem fit in the facts of the present case and in the interest of justice."

Learned counsel for respondents relying on Request Case No. 34 of 2022 submitted that the present petition does not survive for consideration.



In the writ petition, petitioner has remedy before the Arbitration in the light of Request Case No. 34 of 2022. Hence, the present petition stands disposed of reserving liberty to the petitioner to invoke appropriate remedy in accordance with law.

On disposal of writ petition, interim order(s) passed if any no more survives, loses efficacy or interim order does not exist in the eye of law in the light of Apex Court's decision in the case of *Kalabharati Advertising Vs. Hemanth Vimal Nath Narihania*, reported in *(2010) 9 SCC 437*.

(P. B. Bajanthri, J)

(Arun Kumar Jha, J)

rakhi/-

U			
---	--	--	--

