

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.9695 of 2016

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Ranjet Pandey Son of late Prabhunath Pandey Resident of Village- Patahi, Jagarnath PS Sadar District Muzaffarpur.

... .. Petitioner/s

Versus

1. The Union Of India through the Secretary Ministry of Rail, Rail Bhawan New Delhi
2. The General Manager (Commercial) Indian Railway, Sonpur of Eastern Central Railway.
3. Chief Commercial Manager, Indian Railway Sonpur of Eastern Central Railway,.
4. The Senior Divisional Commercial Manager/ Sonpur of Eastern Central Railway.

... .. Respondent/s

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Appearance :

For the Petitioner/s :

For the Respondent/s :

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CORAM: HONOURABLE MR. JUSTICE P. B. BAJANTHRI
and

HONOURABLE MR. JUSTICE ARUN KUMAR JHA
ORAL JUDGMENT

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

Date : 09-05-2023

Matter is of the year 2016.

2. None appears on behalf of the respective parties.

3. In the instant petition, petitioner has prayed for the following relief/reliefs:

“i. For issuance of an appropriate writ/s, order/s, direction/s in the nature of CERTIORARI quashing the notice dated 29.11.2013(annexure – 2) issued under the signature of Sr. Divisional Commercial Manager/Sonpur Of E.C. Railway whereby and whereunder the petitioner was directed to deposit lump sum



leased freight as per enhanced parcel rate in terms of Freight Marketing Circular No. 25/2012 dated 29.11.2012, against the clause 3.3 of the five agreements(Annexure-1) executed between the petitioner and respondent, which is statutory in nature.

ii. For issuance of an appropriate writ in the nature of MANDAMUS commanding and directing the respondent no. 2 to pay back the difference of money to the petitioner arising due to charging of enhanced parcel rate since 07.12.2013 in contravention of the clause 3.3 of the agreement with penal and statutory interest.”

4. Perusal of the records, matter seems to be disputed issue which is required to be adjudicated in terms of Clause 26.0 of the agreement dated 09.05.2013. Clause 26.0 reads as under:

“In the event of any difference of opinion or dispute between the Railway Administration and the Leaseholder as to the respective rights and obligations of the parties hereunder of as the true intent and meaning of these presents or any articles of conditions thereof. Such difference of opinion shall be referred to the sole arbitrator or any officer appointed by the General manager, East Central Railway, Hajipur for the time being whose decision shall be final, conclusive and binding on the parties, the intention of the party being that every matter in respect of this agreement must be decided by him a sole arbitrator and not taken to a Civil Court. All disputes are subject to the territorial jurisdiction of Courts. In witness whereby the parties have hereunder subscribed their names at the places and on the dates hereinafter mentioned respectively.”



5. In the light of these facts and circumstances and the fact that there are certain disputed issues which are required to be adjudicated in terms of Clause 26.0 of the agreement dated 09.05.2013, this Court has no jurisdiction to adjudicate disputed issues under Article 226 of the Constitution in the light of Apex Court decision in the case of *Subhash Jain vs. Rajeshwari Suman and Ors.* reported in **2021 SCC Online 562** and *Union of India and Ors. vs. Puna Hinda* reported in **(2021) 10 SCC 690**.

6. Accordingly, writ petition stands disposed of reserving liberty to the concerned respective party to adjudicate in terms of Clause 26.0 of the agreement cited *supra*.

(P. B. Bajanthri, J)

(Arun Kumar Jha, J)

GAURAV S./-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	15.05.2023
Transmission Date	NA

