

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.18414 of 2016

Classic Coal Construction Private Limited 4th Floor, Pulsar Plaza, Line tank Road, Ranchi, Jharkhand through Pankaj Kumar Singh, son of Late Shubas Chandra Singh.

... .. Petitioner/s

Versus

1. East Central Railways Through General Manager , General Manager Officer (Head Quarter), Hajipur.
2. The General Manager Head Quarter, East Central Railway, Hajipur.
3. The Chief Administrative Officer/South/Construction, East Central Railway, Mahendru Ghat, Patna.
4. The Chief Engineer Construction, South East Central Railway, Mahendru Ghat, Patna.
5. The Dy. Chief Engineer/Construction, East Central Railway Construction Organization, Rajgir, Nalanda.
6. The Executive Engineer/Construction, East Central Railway Construction Organization, Rajgir, Nalanda.
7. The Junior Engineer/Construction, East Central Railway, Rajgir, Nalanda.

... .. Respondent/s

Appearance :

For the Petitioner/s : Mr. Vikas Kumar, Advocate
For the Respondent/s : Mr. Anshuman Singh, C.G.C.

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

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

2 04-05-2023 In the instant petition, petitioner has prayed for the following relief(s):-

“1. I. For quashing of part of letter no. 889 dated 01.06.2016 issued by Deputy Chief Engineer/Con/South, East Central Railway, Mahendraghat Patna whereby and whereunder the extension of time period 01.04.2016 to 30.06.2016 has been granted to the petitioner under Clause



17B of General Condition of Contract-2008.

II. For further direction to respondent authorities to grant further extension of time to the petitioner for completion of work in question under Clause 17A(II) and (III) of General Condition of Contract-2008 as the delay in completion of work is not due to fault of the petitioner rather the delay is attributable to the railway authorities.”

2. Question for consideration in the present petition is whether invoking Clause 17B is in order or not? According to learned counsel for the petitioner, for extension of time, Clause 17A was required to be invoked. These are all disputed issues which are required to be adjudicated under the arbitration Clause 47.

3. Clause 47 reads as under:-

47. ARBITRATION CLAUSE

“All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of work or after its completion and whether before or after the determination of the contract shall be referred by the contractor to the Railway and the same will be dealt under clause 63 to 64 (7) of GCC 2008. Before demanding arbitration contractor shall submit his final claim within 30 days of determination of contract for which railway shall reply within 120 days after receipt of such final claims stating whether all/any of such claims fall under excepted matters under clause 63 of G.C.C. or not. Arbitration can be demanded only for claims not falling under excepted matters in which case decision of Railways is final and binding on the contractor.”

4. In the light of these facts and circumstances and that matter relates to disputed issues, writ is not maintainable in



view of Apex Court's decision in the case of ***Subhash Jain vs. Rajeshwari Suman & Ors.*** reported in ***2021 SCC Online 562*** read with ***Union of India & Ors vs. Puna Hinda*** reported in ***(2021) 10 SCC 690.***

5. Accordingly, present writ petition stands dismissed, reserving liberty to the petitioner to invoke Clause 47.

6. In the arbitration proceedings, time spent by the petitioner in this Court from the year 2016 to this day shall be taken note of in the light of Section 14 of the Limitation Act, 1963.

(P. B. Bajanthri, J)

(Arun Kumar Jha, J)

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