

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.24121 of 2019

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Amit Kumar son of Sri Binay Kumar Sinha Resident of Mohalla- Vijay Nagar,
P.O.- Lohia Nagar, P.S. Patrakar Nagar, Kankarbagh, District- Patna- 20.
... .. Petitioner/s

Versus

1. The Union of India through the General Manager, East Central Railways, Hajipur.
2. The General Manager, East Central Railways, Hajipur.
3. The Divisional Railway Manager (D.R.M), East Central Railway, Danapur, Patna.
4. The Additional Divisional Railway Manager (A.D.R.M), East Central Railway, Danapur, Patna.
5. The Chief Engineer, East Central Railways, Hajipur.
6. The Sr. Divisional Engineer-1, East Central Railway, Danapur.
7. The Sr. Divisional Engineer- 2, East Central Railway, Danapur.
8. The Assistant Divisional Engineer, East Central Railway, Nawada.

... .. Respondent/s

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Appearance :

For the Petitioner/s	:	Mr. Manish Sahay, Advocate
For the UOI	:	Mr. A.K. Pandey, SGC
		Mr. R.K. Sharma, CGC

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CORAM: HONOURABLE THE CHIEF JUSTICE
and
HONOURABLE MR. JUSTICE PARTHA SARTHY
ORAL JUDGMENT
(Per: HONOURABLE THE CHIEF JUSTICE)

Date : 02-01-2023

Petitioner has prayed for the following relief(s):-

“(I) For quashing of order termination of contract of the petitioner with effect from 01.08.2019, issued vide letter nos. W-7/13/Misc./RGD/Open/ 2017-18 dated 24.09.2019, under the signature of Sr. Divisional Engineer (1) (i.e. Respondent No.-6) as contained in Annexure-P-4, whereby and where under the said authority has been terminated the Contract



Agreement No. W-7/13/ Misc. / RGD / Open / 2017-18 dated 08.12.2017 of the petitioner in most arbitrary manner and having ulterior motive against him.

(II) For direction upon the concerned respondent either allow the petitioner to complete the work in question at the old rate within 10 months next (from the date of allowing the same). Or direct them to pay/refund all lawful amount including entire Earnest Money & Security Deposit amount relates to said contract of the petitioner immediately.

(III) For declaring that the order of termination dated 24.09.2019 as contained in Annexure-P-4, is totally arbitrary, malafide, violation of principal of natural justice and contrary to the provision of the agreement as well as illegal.

(IV) For passing such an order or orders for which the petitioner is entitled under the law in the facts and circumstances of this case.”

After the matter was heard for some time, learned counsel for the petitioner seeks permission to withdraw the present petition reserving liberty to take recourse to such remedies as are otherwise stipulated in the agreement and are available in accordance with law.

Liberty as prayed for is granted.

As such, we dispose of the present petition reserving liberty to take recourse to such remedies as are available in



accordance with law.

We are sure that as and when any such proceedings is initiated, the same shall be adjudicated expeditiously in accordance with law.

Without expressing any opinion on merits, leaving all questions of fact and law open, the present application is disposed of as withdrawn with the liberty aforesaid.

It is made clear that we have not expressed any opinion on merits. All questions of fact and law are left open.

Needless to say that while considering such request, principles of natural justice shall be followed and due opportunity of hearing afforded to the parties.

If aggrieved by the said order, the petitioner shall have liberty to approach this Court by way of separate petition(s), if so required and desired.

Interlocutory application, if any, shall also stand disposed of.

(Sanjay Karol, CJ)

(Partha Sarthy, J)

Prakash/Sujit

AFR/NAFR	
CAV DATE	
Uploading Date	
Transmission Date	

