

Court No. 9
(265711)

WPA 22536 of 2023

03.09.2024

(AD 5)

(S. Banerjee)

M/s. Paradise Transporters Pvt. Ltd.

Vs.

Coal India Limited & Ors.

Md. Idrish
Mr. Ishan Ganguly
Ms. Tuhina Parvin

...for the petitioner

Syed Nurul Arefin
Ms. Reshmi Binayak

...for the respondent ECL authorities

The petitioner is aggrieved by the cancellation and termination of a contract, forfeiture of the earnest money and an order of debarment. It appears that the order of debarment has been subsequently withdrawn. However, the authority, i.e., the General Manager, Eastern Coal Fields Limited had proceeded to cancel the tender by forfeiting the earnest money and also by debarring the petitioner from participating in any tendering process of the authority for a period of one year, on various grounds. The dispute is covered by the arbitration clause. The petitioner entered into the contract and accepted such arbitration clause as well.

Thus, the petitioner is at liberty to approach the authority concerned by seeking redressal of his

grievances in terms of Clause 14 of the notice inviting tender. The tender notice is dated February 22, 2023.

With the above observation, the writ petition stands disposed of. All interim orders are vacated.

All points urged are left open to be decided in the said proceeding.

All the parties are to act on the basis of the server copy of this order.

(Shampa Sarkar, J.)