

HIGH COURT OF CHHATTISGARH, BILASPUR

WPC No. 3431 of 2024

1 - Vandana Pramanik W/o. Gopal Pramanik Aged About 44 Years
R/o. E.W.S. S-21, Shivaji Nagar, Korba, Ward No. 17, Korba, Distt.-
Korba (C.G.).

---- Petitioner

Versus

1 - South Eastern Central Railway, Through- General Manager, Bilaspur
Zone, Railway Colony, Bilaspur, Distt. Bilaspur (C.G.)

2 - Divisional Railway Manager, Bilaspur Division, Railway Colony,
Bilaspur, Distt.-Bilaspur(C.G.).

3 - Senior Divisional Commercial Manager, Drm Complex, Railway
Colony, Bilaspur, Distt.-Bilaspur(C.G.).

4 - Divisional Commercial Manager, Drm Complex, Railway Colony,
Bilaspur, Distt.--Bilaspur(C.G.).

5 - Assistant Commercial Manager (Goods), Senior Divisional Manager,
Drm Complex, Railway Colony, Bilaspur, Distt. Bilaspur (C.G.).

---- Respondents

(Cause title is taken from the CIS)

For petitioner : Mr. Kishore Narayan, Advocate

For Respondents : Mr. Ramakant Mishra, Dy. Solicitor
General

Division Bench:

Hon'ble Shri Ramesh Sinha, Chief Justice

Hon'ble Ravindra Kumar Agrawal, Judge

Order on Board

Per Ramesh Sinha, Chief Justice

16.07.2024

1. Heard Mr. Kishore Narayan, learned counsel for the petitioner as
well as Mr. Ramakant Mishra, Dy. Solicitor General, appearing for the
respondents.

2. The present writ petition has been filed by the petitioner, who is the wife of Late Gopal Ramani in whose favour the contract was awarded for Multi Function Complex/ Canteen at Korba railway Station for the period of 12 years from the date of commencement of the work. The work was allotted with the condition to deposit advance yearly licence fee, Goods and Service Tax, performance guarantee, security deposit and income tax on the annual licence fee. From 01.04.2019 to 29.06.2024 the annual licence fee and G.S.T. has been paid. On 15.02.2022 the husband of the petitioner was died. After death of her husband, on 14.03.2024, the respondent No. 5 issued a notice to the petitioner for payment of due licence fee and G.S.T. for period of 01.03.2024 to 31.03.2025 along with LD charges which comes to the tune of Rs. 7,19,954.92. Various notices have been issued by the respondents on different dates and raising demand of licence fee and G.S.T. including other charges. After raising the demand from the petitioner, she has deposited total Rs. 4,50,000/- in three installments in between 17/04/2024 to 26/06/2024. She made request the authorities for issuance of a fresh contract in her name and said that due to death of her husband, her financial condition is not good and she is under extreme financial difficulty. The petitioner is facing loss due to the lockdown period and even after her financial difficulty, she has paid Rs. 4,50,000/- from the month of April, 2024 to June, 2024 and therefore, she may be permitted to continue with the work order issued in favour of her husband or to issue a fresh contract in her favour but a termination notice dated 21.06.2024 has been issued against her. The

work order was issued in her husband's favour for 12 years and she is running the Canteen, her family is dependent upon the business and by the termination order, the petitioner would be deprived of her livelihood. Therefore, she prayed for some time to clear the outstanding dues and to protect the petitioner from eviction from the Multi Function Complex/ Canteen and for further direction to issue a fresh contract in the name of the petitioner by the respondents.

3. Learned counsel for the respondents, on instruction, would submit that the husband of the petitioner was allotted the work order being the property concerned and after his death, the work order lost its efficiency. There is outstanding dues for Rs. 7,19,954.92 towards licence fee etc. Since, the person in whose favour, the work order was issued, has died, there is breach of terms of the agreement and outstanding amount is due against him, the respondents have issued a termination order of the contract which is within the terms and conditions of the agreement. He would further submit that there is an arbitration clause in the said agreement/ letter of acceptance dated 13.02.2019 and the petitioner without availing the arbitration clause, directly approach to this Court and therefore her writ petition is not maintainable. Further if a fresh tender would be floated, she may participate in the fresh tender and if she would be succeeded, the work order can be issued in her favour. Therefore, the petitioner has no merit in the present petition and the same is liable to be dismissed.

4. We have heard learned counsel for the parties.

5. At this stage, the learned counsel for the petitioner submits that the petitioner is ready to avail the remedy of arbitration clause of the letter of acceptance and further submitted that the petitioner may be permitted to participate in the fresh tender process if so floated by the respondents for the concerned work. The prayer made by learned counsel for the petitioner is not opposed by the learned counsel for the respondents.

6. In view of the submissions of learned counsel for the parties, the present petition is disposed of reserving the liberty to the petitioner to avail the remedy of arbitration clause of the letter of acceptance. The petitioner is at liberty to take recourse of the arbitration clause of letter of acceptance with respect to the existing work order issued in favour of her husband. She may also participate in fresh tender, if floated by the respondents for the work concerned.

7. In view of the above, the present petition is finally disposed of.

Sd/-
(Ravindra Kumar Agrawal)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice

Sagrika