

**IN THE HIGH COURT OF JUDICATURE AT PATNA**  
**Civil Writ Jurisdiction Case No.12754 of 2015**

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M/s Kameshwar Singh, through its Proprietor, Kameshwar Singh, registered  
H & T Contractor, Gandhi Smarak, G T Road, Sasaram, District Rohtas

... .. Petitioner/s

Versus

1. The Central Warehousing Corporation and Ors null Regional Office, Maurya Lok Complex, Patna
2. The Regional Manager, Central Warehousing Corporation, Regional Office, Maurya Lok Complex, P.S.- Kotwali, District- Patna
3. The Warehouse Manager, Central Warehouse Dehri On Sone Bihar

... .. Respondent/s

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**Appearance :**

|                      |   |                                                                                                           |
|----------------------|---|-----------------------------------------------------------------------------------------------------------|
| For the Petitioner/s | : | M/s Bindhyachal Singh, Sr. Advocate<br>Smriti Singh<br>Vipin Kumar Singh<br>Kumar Awnish Ankit, Advocates |
| For the Respondent/s | : | Mr. Deepak Sahay Jamuar                                                                                   |

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**CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY**

**ORAL JUDGMENT**

**Date : 12-05-2025**

1. Heard the Learned Senior Counsel for the petitioner Mr. Bindhyachal Singh and the Learned counsel for the respondents.

2. The petitioner has filed the Writ petition for the following reliefs:-

*“a) For quashing the Letter  
No. CW / Dehri/ FCI/ 2014 -15/63  
dated 11.06.2014 passed by Ware  
House Manager, Central Ware House,  
Dehri On Sone.*

*(b) For issue a direction for*



*payment of pending due bill and security deposit which is equivalent to amount of Rs. 33,12,107/- (Rs. Thirty three Lakh Twelve thousand one hundred and seven) only.*

*(c) For any other relief or reliefs which the Court thinks fit and proper.”*

3. At the very outset, the Learned counsel for the respondents contended that there is an arbitration Clause under Clause No. XIX of the tender document which provides that any dispute arising out of tender shall be settled by arbitration and the petitioner has already filed Request Case No. 02/2023 for appointment of an Arbitrator. Therefore, the Writ petition is fit to be dismissed.

4. The respondents have brought on record as Annexure-A to counter affidavit, a copy of the Tender notice along with the “Terms and Conditions Governing Contract for Transport, unloading/loading of foodgrain and allied material at central warehouse, Dehir-on-Sone”. A perusal of the same reveals the existence of No. XIX i.e.,



arbitration clause, which is quoted hereinbelow for better appreciation of the case:

“ XIX ARBITRATION:

*All disputes and differences arising out of or in any way touching or concerning this agreement whatsoever (except as to any matter the decision of which is expressly provided shall be referred to the Managing Director, Central Warehousing Corporation, New Delhi. It will be no objection to any such appointment that the person appointed is an employee of the Corporation, that he had to deal with the matters to which the contract relates and that in the course of his duties as such employee of the Corporation, he had expressed views on all or any of the matter in dispute or difference. The award of such arbitrator shall be final and binding on the parties to this contract. It is a term of this contract that in the event of such Arbitrator to whom the matter is originally referred being transferred, or vacating his office or being unable to act for any reason, the Central Warehousing Corporation at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as Arbitrator*



*in accordance with the terms of this contract. Such person shall be entitled to proceed with the reference from the stage at which was left by his predecessor. It is also a term of this contract that no person other than a person appointed by the Managing Director, Central Warehousing Corporation, New Delhi as aforesaid should act as Arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The Arbitrator shall give reasons for his ward.*

*Provided further that any demand for arbitration in respect of any claim (s) of the contractors, under the contract, shall be in writing and made within one year of the date of termination or completion (expiry of the period) of the contract and where this provision is not complied, with the claim (s) of the contractors shall be deemed to have been waived and absolutely barred and the Corporation shall be discharged and released of liabilities under the contract.*

*The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion.*

*The Arbitral proceedings in respect of dispute shall commence on the date on*



*which the Arbitrator call upon the parties to file their claim and defence statement. The work under the contract shall, if reasonable possible continue during the arbitration proceedings and no payment due or payable to the Contractors shall be withheld on account of such proceedings.*

*The cost of arbitration shall be borne by parties as per the decision of the Arbitrator.*

*The Arbitrator shall give separate award in respect of each dispute of difference referred to him.*

*Subject as aforesaid the Arbitration & Conciliation Act 1996 shall apply to the Arbitration proceedings under the clause.”*

5. From the facts and circumstances of the case, this Court is not inclined to interfere in the matter, as the petitioner has already invoked the arbitration clause for redressal of his grievances before this Court vide Request Case No. 2 of 2023. It is made clear that this Court is not expressing any opinion on the merits of the matter.

6. Accordingly, this writ petition is dismissed as it is devoid of merit.



7.Interlocutory Application(s), if any, shall stand disposed of.

**(G. Anupama Chakravarthy, J)**

Spd/-

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| AFR/NAFR          | NAFR       |
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