

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.4352 of 2016

=====

M/s Pile Engineers (India) Private Limited having its registered office at 1st Floor, Jassinandan Plaza, New Dakbungalow Road, P.S. Gandhi Maidan, District Patna through its Managing Director namely Manoranjan Kumar Sinha, Son of Late Radha Krishna Sinha, resident of Langertoli Gali, Nala Road, P.S.- Kadamkuan, District- Patna.

... .. Petitioner/s

Versus

1. The National Buildings Construction Corporation Ltd. through its Chairman cum Managing Director, N.B.C.C. Bhawan, Lodi Road, New Delhi
2. The Managing Director, N.B.C.C. Bhawan, Lodi Road, New Delhi.
3. The Chief General Manager, N.B.C.C. Limited, S.B.G.- Infrastructure Behind Ghitorni Metro Station,
4. The General Manager Finance, The N.B.C.C. Ltd. behind Ghitorni Metro Station, New Delhi.
5. The Deputy General Manager, The N.B.C.C. Limited, Chimney and Chimney Elevator Package, Kahalgaon S
6. That National Thermal Power Corporation Ltd. through its Chairman cum Managing Director having registered office at N.T.P.C. Scope Complex, 7, Institutional Area, Lodhi Road, New Delhi.
7. The General Manager, Kahalgaon Super Thermal Power Project, P.O.- Kahalgaon STP, District- Bhagalpur.

... .. Respondent/s

=====

Appearance :

For the Petitioner/s	:	M/s J.S. Arora, Sr. Advocate Manoj Kumar, Ravi Bhatia Rakesh Kumar, Advocates Himanshu Shekhar, Advocates
For the Respondent Nos. 1 to 5	:	Mr. Satish Kumar Sinha, Advocates

=====

CORAM: HONOURABLE JUSTICE SMT. G. ANUPAMA CHAKRAVARTHY

ORAL JUDGMENT

Date : 07-04-2025

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

*“i). For commanding the respondent
authorities to pay the entire admitted*



dues of the petitioner as per works executed by it and as per the records of the respondents, pursuant to the work awarded as per Tender notice no. 4756/NBCC/IZ/KhSTPP/NIT/03-01 dated 26.11.2004, amount of which comes to Rs. 67,68,308/-.

ii). For commanding the respondent authorities for refund of illegally and wrongly deducted amount of the petitioner under the heading VAT, Service Tax, Labour Cess etc. as they were not applicable towards the petitioner, nor under the law the respondent were entitled to make any deduction under those heads which amount on calculation as per the entry made in the Measurement book maintained by the respondent comes to Rs. 6,95,763/-.

iii). For commanding the respondent authorities to refund the amount of Security deposit, earnest money, keep back money with held amount deducted and other deductions made from the bills of the petitioner, which on calculation as per the records of the respondents comes to Rs. 11,24,634.00.

iv). For commanding the respondent



authorities to pay interest @ 18% p.a. on the entire amount payable to the petitioner & wrongfully withheld by the respondent authorities.

v). For commanding the respondents to produce in Court all Measurement Books and all running on Account Bills maintained and prepared by them in regard to the works done by the petitioner under the aforesaid tendered work.

vi). For commanding the respondent authorities to issue T.D.S. Certificate to the petitioner in regard to the amount deducted in 22nd running on account bills or in the alternative to refund the amount deducted towards T.D.S. with interest thereon @ 18% p.a.

vii). Also for any other appropriate relief(s) to which the petitioner is found entitled either in the eye of law or in the facts and circumstances of the case.”

2. Heard the Learned Senior counsel Mr. J.S. Arora for the petitioner and the Learned counsel for the respondent NBCC.

3. At this juncture, the Learned counsel for respondent NBCC draws attention of this Court



to paragraph Nos. 8 and 9 of the counter affidavit filed on behalf of respondent Nos. 1 to 5 as well as to the Articles 5 and 5.1 of the agreement dated 02.06.2005 (Annexure-3 to Writ petition) between the petitioner and respondent NBCC.

4. For better appreciation of the case, paragraph Nos. 8 and 9 of the counter affidavit filed on behalf of the respondent Nos. 1 to 5 are reproduced hereinbelow:

“8. That NIT dated 26.11.2004 as well as LOA dated 17.02.2005 was issued to the Petitioner by the Respondent from its offices at New Delhi (Annexure 1 & 2 to writ petition). Further Clause 5.1 of the agreement dated 2.6.2005 (Annexure 3 to writ petition) between the parties confers exclusive jurisdiction to the Courts at Delhi and the petitioner has to avail remedy before the proper Court in Delhi and cannot avail remedy before the Hon'ble High Court of Judicature at Patna and this petition deserves to be dismissed on this ground alone.

9. That the principle of law that when two courts have concurrent



jurisdiction to try the dispute between the parties and when the parties have agreed that the disputes should be tried by only one of the courts, then the court mentioned in the agreement shall have the jurisdiction has been well settled by the Hon'ble Supreme Court of India in a catena of its judgment.”

5. Further Articles 5.0 and 5.1 are also reproduced hereinbelow :

“Articles 5.0 – Governing law and jurisdiction

5.1. The Laws applicable to this contract shall be Laws in Force in India and Jurisdiction of Delhi Court(s) only.”

6. Upon perusal of the contents of Article 5.1 of the agreement between the parties, this Court is of the considered view that this Court has no jurisdiction to deal with the matter at hand. The agreement clearly stipulates that the laws applicable to the contract shall be those in force in India, and the jurisdiction shall lie exclusively with the Court(s) of Delhi. Therefore, this Court lacks



jurisdiction to entertain the present matter. The writ petition is, accordingly, disposed off, without going into the merit or demerits of the case, with liberty to the petitioner to approach the appropriate forum as envisaged in Article 5.1 of the agreement.

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

(G. Anupama Chakravarthy, J)

Spd/-

AFR/NAFR	NAFR
CAV DATE	NA
Uploading Date	16.04.2025
Transmission Date	

