

IN THE HIGH COURT OF JUDICATURE AT PATNA
Civil Writ Jurisdiction Case No.15788 of 2024

M/s Balram Kumar (Government Registered Contractor) At Kapsiya, P.O.-
Refinery Township, District-Begusarai through its Authorized Representative
Dharamjay Kumar, Male, Age-46 years, S/o Madan Mohan Prasad Singh, R/o
Ward No. -5, Town-Hathidah, P.S.-Hatidah, District-Patna (Bihar).

... .. Petitioner/s

Versus

1. The Power Grid Corporation India Ltd. through the General Manager (Telecom) Eastern Regional Telecom Control Centre (ERTCC), Kolkata, West Bengal.
2. The AGM (Telecom), Power Grid Corporation India Ltd. Kolkata.
3. Manager Eastern Regional Telecom Control Centre (ERTCC), Kolkata, West Bengal, Power Grid Corporation of India.
4. The A.G.M. (Telecom) Power Grid Corporation India, ER-1, Shastri Nagar, Patna, Bihar 800023.
5. Chief Manager, Eastern Region-1, Power Grid Corporation India, Near Transformer Repair Work, Board Colony Shashtri Nagar, Patna-3.

... .. Respondent/s

Appearance :

For the Petitioner/s	:	Mr.Shiv Pratap, Adv. Mr. Punit Kumar, Adv.
For the Respondent/s	:	Mr.Arbind Kumar Singh, Adv.
For the Power Grid	:	Mr. Kunal Tiwary, Adv.

CORAM: HONOURABLE MR. JUSTICE A. ABHISHEK REDDY
ORAL ORDER

8 21-08-2025 Without going into the merits or demerits of the case,

the present writ petition is disposed of at the stage of admission

with the consent of both the parties.

**2. A perusal of Clause 20 of the Letter of Award dated
02.11.2011 (Annexure P/1), which reads as under:-**

20. Settlement of Disputes & Arbitration:

*All the differences or disputes arising out of
this contract shall be settled through the
process of settlement of Dispute and*



Arbitration as per Clause 48.0 & 49.0 of Section-GCC, Conditions of Contract, Vol. 1. Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1940 or statutory modification thereof. The venue of arbitration shall be Kolkata.

3. Further the General Conditions of Contract (Annexure P/6) reads as under:-

“39. Arbitration

39.1 All disputes or differences in respect of which the decision, if any, of the Project Manager and/or the Head of the Implementing Authority has not become final or binding as aforesaid shall be settled by arbitration in the manner provided herein below:

39.2 The arbitration shall be conducted by three arbitrators, one each to be nominated by the Contractor and the Employer and the third to be appointed by both the arbitrators in accordance with the Indian Arbitration Act. If either of the parties fails to appoint its arbitrator within sixty (60) days after receipt of a of a notice from the other party invoking the Arbitration clause, the arbitrator appointed by the party invoking the arbitration clause shall become the sole arbitrator to conduct the arbitration.

39.3 The language of the arbitration



proceedings and that of the documents and communications between the parties shall be English. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The venue of arbitration shall be Kolkata.

39.4 The decision of the majority of the arbitrators shall be final and binding upon the parties. In the event of any of the aforesaid arbitrators dying, neglecting, resigning or being unable to act for any reason, it will be lawful for the party concerned to nominate another arbitrator in place of the outgoing arbitrator.

39.5 During settlement of disputes and arbitration proceedings, both parties shall be obliged to carry out their respective obligations under the Contract.

4. Having regard to the same, this Court is not inclined to entertain the present writ petition. The present CWJC is disposed of leaving it open to the petitioner to avail the remedy as available to him under terms of Clause 20 of the Letter of Award dated 02.11.2011 (Annexure P/1) by way of Arbitration Proceeding.

5. With the above observations, the present writ



petition stands disposed of.

(A. Abhishek Reddy , J)

Bhardwaj/-

U			
---	--	--	--

