

M/L 235
16.05.2025
Court No.14
PRADIP

**IN THE HIGH COURT AT CALCUTTA
CONSTITUTIONAL WRIT JURISDICTION**

WPA 5960 of 2025

**M/s. Sreepati Ranjan Gope & Sons
Vs.
The Union of India & Ors.**

Mr. Nilanjan Bhattacharjee
Mr. Arpan Guha

...for the Petitioner.

Mr. Uday Shankar Bhattacharjee
Ms. Rini Bhattacharyya

...for the Union of India.

1. Affidavit of service filed in Court today is taken on record.
2. The petitioner is aggrieved by the termination of contract dated 27th February, 2025. It is the specific case of the petitioner that there has been unilateral cessation of contract and there has been violation of principles of natural justice. No opportunity of hearing or even show cause notice was issued to the petitioner prior to passing the order of termination.
3. Prayer has been made to restrain the authority from encashing the performance bank guarantee.
4. Learned advocate representing the Union of India denies and disputes the allegations and contentions of the petitioner.
5. It has been submitted that several opportunities were given to the petitioner to rectify its conduct. Due notices were issued prior to issuance of the termination notice. There has been no violation of principles of natural justice.

6. Upon hearing the parties and on perusal of the documents annexed to the writ petition, it appears that there is a provision for settlement of disputes in the contract.
7. All disputes and differences of any kind whatsoever arising out of or in connection with the contract whether during the progress of the work or after its completion or after determination of the contract shall be referred by the contractor to the Chief Engineer or the Divisional Railway Manager through notice of dispute.
8. As the allegations raised by the petitioner are disputed by the respondents, accordingly, the Court is not inclined to enter into such disputed questions of facts. The petitioner may avail the benefit of the settlement of disputes clause in the contract.
9. It will be open for the petitioner to pray before the authority not to encash the performance bank guarantee.
10. The writ petition stands dismissed.
11. Urgent photostat certified copy of this order, if applied for, be supplied to the parties upon compliance of all the requisite formalities.

(Amrita Sinha, J.)