

30-07-2025
Item No.26
Subrata
Bhattacharyya
AR(C)

IN THE HIGH COURT AT CALCUTTA

Constitutional Writ Jurisdiction
Appellate Side

WPA No.7944 of 2025

Kunal Sharma

-vs-

Union of India & Ors.

Mr. Sarban Bhattacharjee ...for the petitioner

Mr. Rabi Prosad Mookerjee

Mr. Rajesh Kumar Shah ...for Union of India

1. The petitioner is aggrieved by the rejection of the materials supplied by him as the same did not qualify in the spectro lab test.
2. It appears that the petitioner sought for joint inspection of the materials which was agreed but thereafter the petitioner was unable to remain present at the time fixed for joint inspection.
3. The petitioner prays for a direction upon the authority to conduct joint inspection of the materials.
4. The petitioner in support of his submissions that the Calcutta High Court has the jurisdiction to decide the issue relies upon the decision of this Court in the matter of Sri Pankaj Panwar v. Lalit Kala Academi & Ors. reported in 2014 SCC OnLine Cal 14154; (2014) 3 Cal LT 418; AIR 2015 Cal 67; and the decision of the Hon'ble Supreme Court in the case of Nawal Kishore Sharma v. Union of India & Ors. reported in (2014) 9 SCC 329.
5. Learned counsel representing the railways

submits that this Court does not have jurisdiction to decide the issue as the cause of action arose outside the territorial jurisdiction of this Court. It has been submitted that the materials were supplied by the petitioner pursuant to a contract entered into by and between the parties.

6. The Standard Conditions of Contract 2022 has been placed before this Court wherein jurisdiction of the Court for settlement of dispute is specified. It mentions that the Courts of the place from where the acceptance of tender has been issued shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
7. Learned counsel for the railways relies on an unreported decision dated September 21, 2020 by a coordinate Bench of this Court in WPA No.6602 of 2020 with CAN No.1 of 2020 (Surya Alloy Industries Limited & Anr. v. Union of India & Ors.) dismissing the writ petition holding that since the e-tender was floated from Bela, Bihar, this Court has no territorial jurisdiction over the subject matter.
8. According to the petitioner, as the order of rejection was received by the petitioner within the jurisdiction of the Calcutta High Court, accordingly, the writ petition will be maintainable here.
9. The Court is not convinced with the submission of the learned counsel for the petitioner. The terms and conditions of the contract pursuant to which the petitioner supplied the materials specify the forum for resolution of dispute and the petitioner has accepted the same. The petitioner ought to abide by the terms and conditions of the contract.

10. According to the contract, the Courts of the place from where the tender has been issued shall alone have the jurisdiction to decide the dispute. The tender has been issued from Bela, Bihar and, accordingly, the petitioner ought to approach the competent Court in Bela, Bihar for adjudication of the dispute. The High Court at Calcutta cannot said to have territorial jurisdiction to adjudicate the dispute.
11. The writ petition, accordingly, fails and is hereby dismissed.
12. However, dismissal of the writ petition will not preclude the petitioner from approaching the competent Court for relief in accordance with law, if so advised.
13. All parties are to act on the server copy of this order duly downloaded from the official website of this Court.
14. Certified copy of this order, if applied for, shall be made available to the parties.

[Amrita Sinha, J]

