

IN THE HIGH COURT AT CALCUTTA
Constitutional Writ Jurisdiction
Appellate Side

Present :- Hon'ble Justice Amrita Sinha

WPA 16984 of 2025
CAN 1 of 2025

Techma Engineering Enterprise Private Limited & Anr.
Vs.
Union of India & Ors.

For the writ petitioners	:-	Mr. Suddhasatva Banerjee, Adv. Mr. Sourojit Dasgupta, Adv. Mr. Aasish Choudhury, Adv. Ms. Uma Bagree, Adv.
For the Union of India	:-	Mr. Bipul Kumar Mondal, Adv. Ms. Sumita Sarkar, Adv.
Heard on	:-	27.10.2025
Judgment on	:-	27.10.2025

Amrita Sinha, J.:-

1. The writ petition arises out of a purchase order issued in favour of the petitioner no. 1 by the South-Eastern Railway on March 28, 2025 for 'manufacture and supply of elastic rail clip MK-V with flat toe for 60kg/52kg rail sections to RDSO's Drg. No. T-5919/Alt.-2 or latest with IRS specification No.T-31-2021 (5th revision) with corrigendum no.2 or latest (Note:- Latest alteration/corrigendum whenever used means

document published up to 7 days before the closing of tender.) [MAKE – TEe]’. Time limit for manufacture and supply of the first batch commenced on March 29, 2025 and completed on April 29, 2025.

2. Taking advantage of the note mentioned in clause 16 of the terms and conditions prescribed in the purchase order, the petitioners applied before the respondents on April 7, 2025 seeking modification of the delivery period schedule and sought for extension of time for supplying the materials.
3. By a communication dated April 15, 2025, the petitioners were intimated that the item to be supplied is a critical one and that the material is urgently required by the railway. The petitioners were requested to supply the materials as per the terms and conditions mentioned in the purchase order and were intimated that failure to supply within the stipulated delivery period would attract penal provision as per the conditions of the purchase order. The petitioners were informed that the supply as per the purchase order is essentially required and the request for modification of the delivery period was not accepted.
4. By a further communication dated April 25, 2025, the petitioners were again intimated regarding non-acceptance of the prayer for modification of the delivery period. The petitioners were further intimated that the item is of integrated component of railway track infrastructure and directly related with the safety of the passengers. Non-supply of

material as per the contract would jeopardize maintenance of work related to track safety.

5. By a communication dated May 16, 2025, the petitioners were intimated regarding amendment of the delivery period. The initial date of delivery being April 29, 2025 was amended and refixed on July 16, 2025. Immediately on the next date, i.e. on May 17, 2025, the petitioners sought further extension of time for supplying the materials.
6. By a communication dated 27/28th May, 2025, the petitioners were intimated that considering the willingness of the petitioners to execute the work order, the date of delivery was refixed after extension of the time period for supply of materials. The authority took note of the fact that by a communication dated May 8, 2025 the petitioner sought for inspection of the goods, but immediately on the same date, i.e. on May 8, 2025, the petitioners withdrew the inspection call. The authority found the same to be an unfair practice on the side of the petitioners. The petitioners were intimated that the railway had no other option but to withdraw the modification advice communicated vide letter dated May 16, 2025 and the initial date of delivery being April 29, 2025 was retained by the authority.
7. By a formal communication dated May 27, 2025, the fact of reverting back to the original date of delivery by cancelling the modification advice dated May 16, 2025 was made known to the petitioners. The petitioners are aggrieved by the same.

8. It has been submitted that even though the authority intended to extend the delivery period of the items by issuing modification advice on May 16, 2025, but the petitioners could not avail the extended time period as the same stood further modified vide modification advice dated May 27, 2025. Prior to conclusion of the extended time period, the authority ought not to have reverted to their initial date of delivery.
9. It has been submitted that the authority could not have revoked/cancelled/withdrawn the modification advice dated May 16, 2025 by way of further modification advice dated May 27, 2025.
10. The writ petition was filed on July 25, 2025 and the same was taken up for consideration by the Court on August 7, 2025. On the date of hearing the petitioners expressed their apprehension that the authority may take coercive action against them for non-delivery of the articles within the stipulated time period and sought for an interim order. In the absence of proper instruction from the railways, the Court exercised discretion and passed interim order restraining the respondents from taking any coercive step against the petitioners.
11. A connected interlocutory application (CAN No.1 of 2025) was filed by the petitioners on August 4, 2025 annexing the communication dated August 4, 2025 whereby the petitioners were intimated regarding cancellation of the purchase order and the penal action that was sought to be taken.
12. Today, at the time of final hearing of the writ petition, it has been submitted that if the initial modification advice dated May 16, 2025 is

accepted by the Court, then the subsequent modification advice dated May 27, 2025, cancellation order dated August 4, 2025 and the penal action sought to be taken vide communication dated August 4, 2025 will all fall flat.

13. It has been submitted that if adequate time is allowed to the petitioners, then they are still willing to supply the materials.
14. Prayer has been made to set aside the modification advice dated May 27, 2025, cancellation order dated August 4, 2025 and the communication dated August 4, 2025 seeking penal action against the petitioners. Prayer has also been made to modify and refix the delivery period stipulated in the purchase order dated March 28, 2025.
15. Learned counsel for the railways opposes the prayers of the petitioners and submits that as the purchase order has already been cancelled, at this stage, there is no scope to allow the petitioners any further time for supply of the materials. It has also been submitted that for non-delivery of the materials within the prescribed time period, the authority has rightly taken steps to initiate penal action as per terms and conditions mentioned in the purchase order. According to the respondents, the writ petition has become infructuous.
16. The Court, after hearing the parties, has posed a question before the petitioners to satisfy with regard to the maintainability of the writ petition as the same relates to a contractual dispute in between the parties,

17. In support of the submission that the writ petition would be maintainable despite the same arising out of a contract, learned counsel for the petitioners relies on the decision delivered by the Hon'ble Supreme Court in the matter of **Subodh Kumar Singh Rathour vs. Chief Executive Officer & Ors.** reported in **2024 SCC OnLine SC 1682**, paragraph 55, wherein the Hon'ble Court took note of the fact that power of judicial review may be exercised pertaining to contractual disputes concerning public authorities.
18. The Court has perused the documents annexed to the writ petition. It appears that initial time period as mentioned in the purchase order for delivery of the first batch of items was from March 29, 2025 till April 29, 2025. The authority has itself intimated the petitioners that the timeline was being extended considering the willingness of the petitioners to deliver the articles. Thereafter, the action of the petitioners raised doubts in the mind of the authority with regard to the genuineness of the petitioners to supply the articles.
19. The authority repeatedly intimated the petitioners that the articles were essentially required and non-supply of the same would jeopardize maintenance of work related to track safety. The petitioners were time and again put to notice that instead of execution of the supply, they sought to incorporate fresh condition in the contract. The initial time period within which the item was to be delivered was thirty days. The petitioners repeatedly sought for extension of time for supply of the articles.

20. The authority initially thought it fit to extend the time period but, thereafter, considering the conduct of the petitioners, revoked the extension and decided to stick to the initial time period fixed for delivery of the articles.
21. The authority has considered several factual aspects namely, the conduct of the petitioners after issuance of the purchase order, repeated requests made by the petitioners for extension of time period for supply of the articles, the inspection notice given by the petitioners and immediate revocation of the inspection notice, and has come to a conclusion to cancel the purchase order and initiate penal action against them.
22. It will be highly improper for the writ Court to adjudicate whether the extension of time and thereafter revocation of the same for supply of articles which are extremely vital and essential for maintenance of the work related to track safety is proper or not. The railways are the best authority to decide within which period the articles which are so very vital for the safety of the passengers and maintenance of track safety is required to be supplied. The writ Court is not the proper forum to direct the authority to extend the time period for supply of essential articles. Such type of contractual disputes ought not to be entertained by the writ Court.
23. The Court does not find that there has been violation of any constitutional provision or palpable illegality/arbitrariness on the part of the authority requiring interference by the writ Court.

24. In view of the above, the writ petition fails and is hereby dismissed.
25. Consequently, the connected application is also dismissed.
26. Interim order stands vacated.
27. Dismissal of the writ petition, however, will not stand in the way of the petitioners to approach the competent forum for relief in accordance with law, if so advised.
28. Certified copy of this judgment, if applied for, be made available to the parties.

(Amrita Sinha, J.)