



**HIGH COURT OF JUDICATURE AT ALLAHABAD
LUCKNOW**

WRIT - C No. - 10856 of 2025

M/S Tipl Trifforts (Jv) Thru. Authorized Representative Mr.
Vivek Chopra

.....Petitioner(s)

Versus

U.o.i. Thru.deputy Chief Engineer Construction Gati Shakti Unit
Northern Railway New Delhi and Anr.

.....Respondent(s)

Counsel for Petitioner(s)	: Sarvesh Kumar Dubey, Pankaj Srivastava
Counsel for Respondent(s)	: A.S.G.I., Pavan Awasthi

Court No. - 3

**HON'BLE SHEKHAR B. SARAF, J.
HON'BLE PRASHANT KUMAR, J.**

1. In the present writ petition, we find that one volume has been filed containing 902 pages, which is approximately six inches in height.

2. We are unable to understand how the Department has allowed such a voluminous document to be filed in a single volume. Common sense should prevail in the Registry and the Registry should ensure that each volume does not exceed maximum of 200 pages.

3. Let this order be circulated in the Registry.

(Prashant Kumar, J.) (Shekhar B. Saraf, J.)

November 10, 2025

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Neutral Citation No.2025:AHC-LKO:71037-DB

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**HON'BLE SHEKHAR B. SARAF, J.
HON'BLE PRASHANT KUMAR, J.**

1. Heard learned counsel appearing on behalf of the parties.

2. The factual matrix of the present case is that a tender was floated on 29.05.2023 for Station Improvement and Development Work at Bhadohi, Janghai, Mariyahu, and Badshapur Stations under the Amrit Bharat Station Scheme. The bid of the petitioner, which was a joint venture between two companies, was found to be responsive, and accordingly, a contract was entered into between the petitioner and the respondent on 18.01.2024. The work was to be completed within the stipulated time; however, the same was not

completed, and a number of instructions had been issued to the petitioner, but still, the work could not be completed.

3. In the meanwhile, on 14.07.2025, the Anti-Corruption Wing of the Central Bureau of Investigation filed an F.I.R. in which the petitioner was named, as he was allegedly involved in extending illegal gratification to the officers of the respondent. After a complete investigation, a charge sheet was filed on 11.09.2025, wherein charges were found against the petitioner-company. Thereafter, the authorized representative of the company was arrested by the Central Bureau of Investigation on 29.09.2025.

4. The contract came to an end due to efflux of time on 30.09.2025. However, the respondent, on 08.10.2025, served a notice under Clause 62.1(xiv) of the Standard General Conditions of Contract. The petitioner sought further time of seven days to file a reply; however, the same was not filed within the extended period. The respondent thereafter, on 29.10.2025, again served a notice under Clauses 18.1, 18.2, and 62.1(xiv) of the Standard General Conditions of Contract. Subsequently, an order was passed on 03.11.2025, whereby the agreement of the petitioner-company was terminated.

5. With this order, the contract was terminated, and no further payments were to be made except for the work legitimately executed up to the date of termination. The performance guarantee, security deposit, and any other dues with the Railways were liable to be forfeited in accordance with the GCC provisions. This order has been assailed by the petitioner by means of the instant writ petition.

6. Sri Sanjay Bhasin, learned Senior Advocate appearing on behalf of the petitioner, submits that no finding

has been recorded to the effect that any loss has been incurred by the respondents on account of the petitioner.

7. His further submission is that the reply sent on the forenoon of 02.11.2025 through e-mail has not been considered by the respondents. He also submits that there is no provision under the clause to forfeit the bank guarantee, and the bank guarantee has been executed only to secure the losses suffered by the Railways. Without any loss being crystallized, the bank guarantee cannot be encashed.

8. *Per contra*, Sri Pavan Awasthi, learned counsel appearing on behalf of the respondents No.1 and 2 has opposed the submissions advanced by the learned Senior Advocate appearing on behalf of the petitioner by submitting that the relevant clauses of the Standard General Conditions of Contract are as follows :-

"18.(1) Illegal Gratification: Any bribe, commission, gift or advantage given, promised or offered or on behalf of the Contractor or his partner or agent or servant or anyone on his behalf, to any officer or employee of the Railway or to any person on his behalf in relation to obtaining or execution of this or any other contract with the Railway shall, in addition to any criminal liability which he may incur, subject Contractor to the rescission of the contract and all other contracts with the Railway and to the payment of any loss or damage resulting from such decision and the Railway shall be entitled to deduct the amounts so payable from the Contractor's bills Security Deposit or any other dues of Contractor with the Government of India.

18.(2) The Contractor shall not lend or borrow from or have or enter into any monetary dealings or transactions either directly or indirectly with any employee of the Railway and if he shall do so, the Railway shall be entitled forthwith to rescind the contract and all other contracts with the Railway. Any question or dispute as to the commission of any such offence or compensation payable to the Railway under this Clause shall be settled by the General Manager of the Railway, in such a manner as he shall consider fit & sufficient and his decision shall be final & conclusive. In the event of

rescission of the contract under this Clause, the Contractor will not be paid any compensation whatsoever except payments for the work done upto the date of rescission.

62.(1)(xiv) Promise, offer or give any bribe, commission, gift or advantage either himself or through his partner, agent or servant to any officer or employee of the Railway or to any person on his or on their behalf in relation to the execution of this or any other contract with this Railway.

62.(2)(b) In the contract which has been rescinded as a whole, the Security Deposit already with railways under the contract shall be encashed/ forfeited and the Performance Guarantee already submitted for the contract shall be encashed. The balance work shall be got done independently without risk & cost of the failed Contractor. The failed Contractor shall be debarred from participating in the tender for executing the balance work. If the failed Contractor is a JV or a Partnership firm, then every member/partner of such a firm shall be debarred from participating in the tender for the balance work in his/her individual capacity or as a partner of any other JV/partnership firm."

9. Learned counsel appearing on behalf of the respondents No.1 and 2 also submits that the petitioner was involved in paying illegal gratification to the officers of the respondent. In fact, the matter was brought to the notice of the Central Bureau of Investigation, which conducted an investigation after which the F.I.R. was filed and it was discovered that the officers of the petitioner-company were involved in illegal activities. A charge sheet was also filed on 11.09.2025, in which the role of the petitioner was specifically mentioned.

10. His further submission is that the condition of the contract specifically mentions that when the contract is rescinded, it is open for the Railways to encash/forfeit the performance guarantee already submitted. These are part of the terms and conditions of the contract, and accordingly, the action taken by the Railway authorities is as per the terms

and conditions. The fact that the performance guarantee is liable to be encashed is in accordance with Clause 62.(2)(b) of the terms and conditions. It is not necessary for the Railways to exactly crystallize the amount of loss faced by the Railways before encashing the said bank guarantee.

11. At this stage, learned Senior Advocate appearing on behalf of the petitioner submits that the petitioner had earlier approached the High Court of Delhi in **O.M.P.(I) (COMM.) No.453 of 2025 in re: M/s TIPL - TRIFFORTS (JV) vs. Union of India**. In the aforesaid case, the High Court of Delhi, vide its order dated 31.10.2025, has passed the following order :-

"xxxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx
xxxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx
xxxxxxxx xxxxxxxx xxxxxxxx xxxxxxxx

- 4. A perusal of the Impugned Communication dated 29.10.2025 shows that it is only giving some more time to the Petitioner to give a reply within 48 hours, failing which the Contract will be terminated.
- 5. Resultantly, this Court is of the opinion that the present petition is premature at this juncture.
- 6. Without making any observations on the merits of the case, the petition is disposed of, along with pending application(s), if any."

12. Within the said time, the petitioner filed the reply on 02.11.2025 at 07:59 PM. However, the impugned order was passed on 03.11.2025 without even considering the reply and stating that no reply was submitted by the petitioner. The facts that emerge are that a reply was submitted by the petitioner, which was not considered by the respondent authorities, even though the said reply had been sent through the e-mail of the petitioner as per the directions of the High Court of Delhi.

13. In light of the above, we are of the view that the authorities have acted in an illegal manner and misrepresented facts in passing of the order dated 03.11.2025. The statement that no reply was received is a wrong statement.

14. We are of the view that when the High Court of Delhi had directed the petitioner to file the reply and the reply was filed, it was incumbent on the respondent-authorities to consider the said reply and only thereafter pass the order with regard to termination of the contract.

15. In light of the above finding, we quash and set aside the impugned order and direct the authorities to consider the reply already filed by the petitioner, grant an opportunity of hearing to the petitioner, and thereafter, pass a reasoned order in accordance with law.

16. We make it clear that the petitioner shall not have any right of seeking any adjournment in the matter with regard to the date fixed for hearing of the said matter.

17. With the above direction, the writ petition is **disposed of.**

(Prashant Kumar, J.) (Shekhar B. Saraf, J.)

November 10, 2025

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