GAHC010241542022

2026:GAU-AS:14878

THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)

Case No. : WP(C)/7798/2022

ASHOK DEB
S/O LATE ANIL CH. DEB
RESIDENT OF SILCHAR ROAD, KARIMGANJ PO AND DIST KARIMGANJ, ASSAM 788713

VERSUS

THE UNION OF INDIA AND 4 ORS
THROUGH THE SECRETARY TO THE GOVT. OF INDIA, MINISTRY OF RAILWAY, RAIL BHAWAN, NEW DELHI

2:THE GENERAL MANAGER (CONSTRUCTION)
NF RAILWAY
MALIGAON
GUWAHATI 12

3:THE CHIEF ENGINEER (CONSTRUCTION)
NF RAILWAY
MALIGAON
GUWAHATI 12

4:THE DEPUTY CHIEF ENGINEER (CONSTRUCTION)
NF RAILWAY
MALIGAON
GUWAHATI 12

5:SENIOR SECTION ENGINEER (P-WAY)
CONSTRUCTION
NF RAILWAY
MALIGAON
GUWAHATI 1

For the Petitioner(s) : Mr. I. H. Saikia, Advocate

For the Respondent(s) : Mr. H. Gupta, CGC

BEFORE
HONOURABLE MR. JUSTICE DEVASHIS BARUAH

ORDER

Date : 05.10.2026

Heard Mr. I. H. Saikia, the learned counsel appearing on behalf of the Petitioner and Mr. H. Gupta, the learned CGC appearing on behalf of the Respondents.

2. The Petitioner herein is aggrieved by the Contract Termination Notice dated 22.06.2022 whereby the contract for track linking with 60 kg/52 kg new rail on PSC sleepers (M+9/M+7 density) on main/loop/siding line between Ch. 0.00 Km to Ch. 21.50 Km & Y-connection including other ancillary works in connection with construction of new BG Railway line from Tetelia (Assam) to Byrnihat (Meghalaya) was terminated.

3. The Petitioner thereupon filed a representation on 24.06.2022 and the same was also rejected vide a communication dated 30.06.2022 which is assailed in the present proceedings.

4. Mr. I. H. Saikia, the learned counsel appearing on behalf of

the Petitioner submitted that in the instant case, it was not due to any fault on the part of the Petitioner that the Petitioner could not complete the work; rather, it was on account of the failure on the part of the Railway Authorities to perform their reciprocal obligations, the Petitioner could not complete the work.

5. On the other hand, it is seen from the stand taken by the Respondents in the affidavit-in-opposition wherein the Petitioner had been blamed for not being able to complete the work, for which the contract was terminated. Be that as it may, it is categorically mentioned in the affidavit-in-opposition that the dispute in the instant case is covered by an arbitration clause, i.e. Clause 64 of the General Conditions of Contract.

6. Taking into account that the dispute in the present proceedings would require adjudication of facts and this Court, in exercise of the powers under Article 226 of the Constitution would not be in a position to decide as to whose fault it was for which the contract in question could not be completed, which led to the termination, this Court is of the opinion that the dispute in question ought to be resolved by way of an Arbitration.

7. Accordingly, this Court therefore disposes of the instant writ

petition thereby leaving the parties to resolve their disputes by way of Arbitration in terms with Clause 64 of the General Conditions of Contract.

8. This Court also takes note of that the Petitioner had been bona fidely and diligently pursuing the present proceedings assuming that this Court would entertain the instant writ petition. However, as disputed questions of facts which arise in the instant proceedings cannot be decided in a proceedings under Article 226 of the Constitution, this Court is of the opinion that the Petitioner should be granted the benefit of Section 14 of the Limitation Act, 1963.

9. Accordingly, this Court observes that the period during which the instant writ petition has been pending i.e. from 23.11.2022 till date, shall be excluded while computing the period of limitation.

10. This Court further observes that though in the previous segments of the present order, this Court has observed that the parties are left to resolve their disputes by way of Arbitration in terms with Clause 64 of the General Conditions of Contract, the said observations, however, shall be construed that whosoever the party who wishes to seek the resolution of dispute through Arbitration shall apply so in the manner provided in Clause 64 of

the General Conditions of Contract as well as the provisions of the Arbitration and Conciliation Act, 1996.

JUDGE

Comparing Assistant