

**02.01.2026**  
Court No.25  
D/L No.21  
S. Gayen

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

**WPA 21698 of 2025**

**M/s. Khagaul Loco Labour's Co-Operative  
Society Limited & Anr.  
Versus  
Union of India & Ors.**

Mr. Phatick Ch. Das

...for the Petitioners

Mr. Joydeep Sen  
Mr. Guddu Singh

...for the Respondents

1. The petitioners have filed the present writ application being aggrieved and dissatisfied with the order passed by the Senior Coaching Depot Officer, South Eastern Railway, Santragachi dated 23<sup>rd</sup> April, 2025 wherein, the claim of the petitioners for an amount of Rs. 1,32,91,477/- has been rejected.
2. Learned counsel for the respondents has raised objection and submits that the petitioner have participated in the tender process and the petitioners have entered into an agreement and as per the agreement there is a arbitration clause under Clause 8 of the agreement. The petitioners, without approaching for appointment of an arbitrator, have filed the present writ application which is not maintainable.

3. Learned counsel appearing for the petitioners submits that earlier the petitioners have filed a writ application and the same is dismissed and being aggrieved by the said order of dismissal, the petitioner preferred an appeal. The Appellate Court has modified the order of dismissal and granted liberty to the petitioner to make representation and the petitioner has made a representation. On the representation of the petitioners, the authorities have passed the impugned order. Thus, the writ petition is maintainable.
4. Heard the learned counsel for the respective parties. This Court finds that the petitioners participated in the tender process and the petitioners were awarded with the tender work and have entered into the agreement. Clause 66 (B) of the agreement reads as follows:-

*“B. Demand of Arbitration.-*

- (i) *In the event of any dispute or difference between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties on any matter in question, dispute of difference on any account or as to the withholding by the Railway of any certificate to which the contractor may claim to be entitled to, or if the Railway fails to make a decision within 120 days, then and in any such case, but except in any of the ‘excepted matters’ referred to in clause 63 of GCC-Feb,2001, the contractor, after 120 days but within 180 days of his presenting his final claim on disputed matters, shall demand in writing that the dispute or difference be referred to arbitration.*

- (ii) *The demand for arbitration shall specify the matters, which are in question or subject of the dispute or difference as also the amount of claim item wise. Only such dispute(s) or difference(s) in respect of which the demand has been made, together with counter claims or set off shall be referred to arbitration and other matters shall not be included in the reference.*
  - a) *The Arbitration proceeding shall be assumed to have commenced from the day, a written and valid demand for arbitration is received by the Railway.*
  - b) *The claimant shall submit his claims stating the facts supporting the claims along with all relevant documents and the relief or remedy sought against each claim within a period of 30 days from the date of appointment of the Arbitral Tribunal.*
  - c) *The Railway shall submit its defense statement and counter claim(s), if any, within a period of 60 days of receipt of copy of claims from Tribunal thereafter, unless otherwise extension has been granted by Tribunal.*
- (iii) *No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during the course of arbitration proceedings subject to acceptance by Tribunal having due regard to the delay in making it.*
- (iv) *If the contractor(s) do/does not prefer his/their specific and final claims in writing, within a period 90 days of receiving the intimation from the Railways that the final bill is ready for payment, he/they will be deemed to have waived his/their claim(s) and the Railway shall be discharged and released of all liabilities under the contract in respect of these claims.”*

5. Considering the above this Court finds that as per Clause 66(B) there is a specific clause of arbitration.

In the present writ application there is a dispute with regard to the payment. The claim of the petitioners that the petitioners are entitled to get an amount of Rs. 1,32,91,477/- but the authorities have taken the plea that the amount has been deducted from 16 periodical bills and also for non-supply of materials. This is the disputed question of fact which is to be decided by the arbitrator only.

6. Accordingly, this Court is of the view that the writ petition is not maintainable.
7. WPA 21698 of 2025 is dismissed.
8. The dismissal of the writ petition will not prevent the petitioners to make an appropriate application before the concerned authority for appoint of an arbitrator within a period of three weeks from date and if any representation is received from the petitioners for appointment of arbitrator, the authority shall take steps in accordance with law.
9. It is made clear that this Court has not gone into the merit of the matter.
10. All parties shall act on the server copy of this order duly downloaded from the official website of this Court.
11. Urgent Photostat certified copy, if applied for, be given to the parties upon compliance with all formalities.

***(Krishna Rao, J.)***