

IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P.(C) No.6623 of 2026

VIBGYOR INFO Pvt. Ltd., office situated at 1st Floor, B-Block,
Rohit Bhawan, Sapru Marg, Hazratganj, Lucknow Uttar Pradesh-
226001, managed by proprietors, namely, Vikas Raman, son of
Rewati Raman, resident of B-1/36/f, Near Kendriya Jal Nigam,
P.O. & P.S. Aliganj, District-Lucknow, Uttar Pradesh.

..... Petitioner.

-Versus-

1. Union of India, the Department of South Eastern Railway,
through its General Manager at 11 Garden Reach Road, P.O.
South Eastern Railway, P.S. Garden Reach, Kolkata-700043, West
Bengal.
2. Divisional Railway Manager, South Eastern Railway, Hatia,
Ranchi.
3. Senior Divisional Mechanical Engineer, South Eastern Railway
Hatia, Ranchi.

..... Respondents.

CORAM : HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE RAJESH SHANKAR

For the Petitioner : Mr. Venkatesh Kumar, Advocate
Mr. Shashi Ranjan, Advocate
For the Respondents: Mr. Prashant Pallav, A.S.G.I.
Mr. Chandra Prakash, CGC
Ms. Shreya Shukla, Advocate

Order No.02 **Date: 31.08.2026**

1. Heard Mr. Venkatesh Kumar, who appears with Mr. Shashi Ranjan
for the petitioner; and Mr. Prashant Pallav, learned Sr. Advocate
and A.S.G.I., who appears with Mr. Chandra Prakash, CGC and
Ms. Shreya Shukla for the respondents.
2. The petitioner, by instituting this petition, has sought for the
following reliefs:

*"(i). For issuance of writ in the nature of Mandamus
directing upon the Respondents concerned to
immediately release all the petitioner's admitted due
arrears along with pending dues.*

(ii). To quash and set aside the arbitrary penalties and deductions imposed by the Respondent No.3 from the petitioner's running bills amounting to Rs.1,41,44,388/- (approx.) or any other amount sought to be deducted without following due process of law.

(iii). To stay the action of the Respondents in issuing a fresh tender M-41-R-OBHS-LD-RNC-76 dated 23.01.2026 has been marked as Annexure-3 with this petition."

3. Mr Venkatesh Kumar, on instructions, states that the petitioner is not pressing for reliefs under prayer Clauses (i) and (ii) because the petitioner has already invoked the arbitration clause with regard to such prayers.
4. Mr. Venkatesh Kumar, however, submits that prayer Clause (iii) is required to be considered because the Commercial Court in West Bengal has already stayed the termination of the contract with the petitioner. He further submits that the action of inviting a fresh tender was mala fide and attended with ulterior motives.
5. Mr Prashant Pallav has objected to the maintainability of this petition, now that the petitioner has already invoked the alternate remedies available. In any event, he submits that the fresh tender has been finalised and the work is already awarded to some other party.
6. The petitioner's challenge on the ground that the Commercial Court granted interim relief regarding termination and, therefore, no fresh tender could have been issued, can be best agitated

before the Commercial Court, which granted the petitioner interim relief. Admittedly, the Commercial Court granted this interim order much after the institution of this petition. Therefore, the scope of such an interim order can be best explained by the Court that granted it.

7. Besides, at least prima facie, since the petitioner alleges that the award of contract under the fresh tender while the termination of the petitioner's contract stands stayed amounts to disobedience of the interim order, such an issue is best agitated before the court that granted such interim relief, which would be best suited to interpret the scope and extent of its order and whether the respondent's action constitutes a breach.
8. In any event, the relief in this petition was only to stay the action of the respondents in issuing a fresh tender. Now, such a fresh tender has not only been issued, but has also been finalised. The party to whom the tender is awarded is also not impleaded in this matter. Accordingly, it would not be appropriate for us to entertain the present petition in its present form.
9. Mr. Venkatesh Kumar seeks leave to amend the petition. However, looking at the pleadings in the original petition and its form and structure, we think that granting such leave will only complicate the matter. Instead, if the petitioner is so advised, it can be granted liberty to file separate but appropriate proceedings for redressal of the grievances raised in the context of prayer Clause (iii) of the petition.

10. Accordingly, the petitioner is granted liberty to take out appropriate proceedings before the appropriate forum with regard to the grievance about the tender dated 23rd January, 2026 and the subsequent developments therein.
11. However, it is clarified that all contentions of all the parties, including contentions with regard to maintainability, entertainability, etc., are specifically kept open, as this Court has not decided on the merits of the rival contentions.
12. This petition is disposed of with the liberty in the above terms and without any order for costs.

(M. S. Sonak, C.J.)

(Rajesh Shankar, J.)

31st August, 2026
Sanjay/Rohit
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