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Date: 2026.10.09
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IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

WRIT PETITION NO. 2093 OF 2025

Akash Kalyan Foundation ...Petitioner

Versus

Senior Divisional Commercial Manager & Anr. ...Respondents

...

Mr. Jose Pulikkoden a/w Mr. Steve Pulikkoden, Ms. Nookjehan Sheikh and Ms. Nidhi N. Jain for the Petitioner.

Mr. T.J. Pandian a/w Gautam Modanwal, Ms. Aarti Gupta, Ms. Vaishali Barot and Ms. Noorjahan Khan for the Respondents.

...

CORAM : MAHESH CHANDRA TRIPATHI, CJ. &
ADVAIT M. SETHNA, J.

DATE : 5th OCTOBER, 2026.

P.C.:

1. Heard the learned counsel for the parties.

2. The instant Writ Petition is preferred questioning the validity of the Impugned Termination letter dated 29th August 2024 pertaining to Pay and Use Toilet facilities on various grounds.

3. At the outset, Mr. T.J. Pandian, learned counsel for the Respondents raised an objection *qua* the maintainability of the Petition on the premise that the present dispute *qua* the parties is governed by the Indian Railways Stdandard General Conditions of

Contract ("***Contract***" for short). He would submit that in view of an agreement/settlement between the parties, the provisions contained in the Contract relating to settlement of disputes, there is an alternative mechanism/remedy available for redressal of grievances. However, without exhausting the said remedy, the instant Writ Petition has been preferred by the Petitioner.

4. Mr. Pandian would place reliance upon Clause 63 of Part II of the Contract which provides for conciliation of disputes, and thereafter submit that failing conciliation, remedy of arbitration under Clause 64(1) of Part II is also available to the Petitioner.

5. Mr. Pandian, therefore submit that the Writ Petition is liable to be dismissed on the ground of efficacious alternate remedy stipulated in the Contract which needs to be availed of by the parties thereto.

6. Confronted with this situation, Mr. Pulikkoden, learned Counsel for the Petitioner would fairly submit that even though a penalty as has been imposed upon the Petitioner and subsequently, the Contract has been rescinded, there is no such provision under the Contract for imposition of such penalty. However, he would submit that the Petitioner is inclined to initially pursue the remedy/proceeding in terms of conciliation under Clause 63 of Part II of the Contract.

7. Mr. Pulikkoden, has not disputed the fact that until date a fresh tender has not been floated.

8. Considering the factual situation before us and in view of the provisions contained under Clause 63 of Part II of the Contract, we deem it appropriate to grant liberty to the Petitioner to approach the Competent Authority for conciliation. In case the Petitioner moves an Application for conciliation within a period of 10 days from today, we expect the Competent Authority in terms of the Contract to consider the same and endeavour to resolve the dispute firstly through conciliation in accordance with law. In the event the conciliation proceedings fail, it would be open to the Petitioner to invoke the arbitration mechanism under Clause 64(1) of Part II of the Contract. Accordingly, this Court is not persuaded to exercise its jurisdiction under Article 226 when the matters/disputes and its resolution stands covered under the Contract, which the parties are at liberty to avail of.

9. With the aforesaid liberty, the instant Writ Petition stands Disposed Of.

[ADVAIT M. SETHNA, J.] **[CHIEF JUSTICE]**