IN THE HIGH COURT OF JHARKHAND AT RANCHI

W.P. (C) No. 8781 of 2026

M/s Manish Taxi Service having its office at Sarwa, Airport road, Deoghar, Jharkhand through its Proprietor Shri Manish Chakravarty, Son of Shri Ashit Kumar Chakravarty, aged about 51 years, residing at Village: Kanharwala, P.O. & P.S.: Bhaniyawala, Badonwala, District: Dehradun, Uttarakhand – 248140 ... Petitioner

Versus

1. Union of India, through ministry of civil aviation having its office at Rajiv Gandhi bhavan at Safdarjung airport, P.O Safdarjung, P.S Safdarjung, District New Delhi.
2. Airport authority of India, Through its chairman having its office at Rajiv Gandhi Bhawan, Safdarjung airport, P.O Safdarjung P.S Safdarjung, District New Delhi.
3. Airport Director, Deoghar Airport Limited, having its office at Deoghar Airport, Vill. Katia, Post Gurukul, P.S; Gurukul, District: Deoghar-814114, Jharkhand.
4. In-charge Commercial, Deoghar Airport Limited, having its office at Deoghar Airport, Vill. Katia, Post Gurukul, P.S; Gurukul, District: Deoghar-814114, Jharkhand.
5. In-charge Electrical/Finance/Civil/Operation/Security/Fire Deoghar Airport Limited, having its office at Deoghar Airport, Vill. Katia, Post Gurukul, P.S; Gurukul, District: Deoghar-814114, Jharkhand ... Respondents

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CORAM: HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE MANOJ PRASAD

For the Petitioner: Mr Rajiv Ranjan, Sr. Advocate
Mr Sonal Tiwari, Advocate.
Mr Shray Mishra, Advocate.
Mr Ritesh Ranjan, Advocate.
Mr Deepankar, Advocate.
Mr Kumar Chayan, Advocate.

For the Respondents: Mr Kumar Vaibhav, Advocate.
Mr Parth Jalan, Advocate.

02/Dated: 05.11.2026

1. Heard Mr Rajiv Ranjan, learned Senior Advocate who appears with Mr Sonal Tiwari, learned counsel for the

petitioner and Mr Kumar Vaibhav, learned counsel who appears with Mr Parth Jalan, learned counsel for the 1st respondent.

2. This petition challenges the termination letter dated 21.09.2026 issued by the 2nd respondent terminating the Master Food and Beverage Concession Agreement.

3. Mr Rajiv Ranjan, the learned Senior Advocate for the petitioner, submits that this termination letter breaches the principles of natural justice and fair play, and that the contractual provisions contained in Clauses 10.4 and 19.1.1 of the Concession Agreement have not been complied with. He submitted that the termination notice was issued without giving the petitioner an opportunity to show cause or remedy the alleged defaults, assuming, without admitting, that the petitioner had indeed committed any default.

4. Mr Kumar Vaibhav points out that no less than 3 to 4 default notices were served upon the petitioner and therefore, the grievance about failure of natural justice is not correct. He further submitted that the termination is consistent with the contractual provisions.

5. Mr Vaibhav pointed out that under Article 22 of the Agreement, a detailed dispute resolution mechanism involving mediation followed by arbitration has been provided. He submitted that the petition raises disputed

questions of fact and since the parties have agreed to resolve their disputes through the dispute resolution mechanism provided in the Agreement itself, this Court should not entertain this petition by exercising its extraordinary jurisdiction under Article 226 of the Constitution.

6. The rival contentions now fall for our determination.

7. The contention that the impugned letter of termination violates the principles of natural justice or breaches the contractual terms is a disputed question of fact. It would neither be possible nor advisable for this Court to exercise its extraordinary jurisdiction under Article 226 of the Constitution to adjudicate upon such disputed and purely contractual issues simply because the respondents fall within the definition of “State” under Article 12 of the Constitution.

8. Besides, Article 22 of the Agreement, which is alleged to have been breached, provides a detailed dispute resolution mechanism involving mediation followed by arbitration. This is a bilateral agreement entered into by and between the parties, and no good reason is pointed out to deviate from the same.

9. In ***State of U.P. and others v. Bridge & Roof Company (India) Ltd. (1996) 6 SCC 22***, the Hon'ble Supreme Court

held that when the contract itself provides for a mode of settlement of disputes arising from the contract, there is no reason why the parties should not follow and adopt that remedy and invoke the extraordinary jurisdiction of the High Court under Article 226. The existence of an effective alternative remedy provided in the contract itself is a good ground for the court to decline to exercise its extraordinary jurisdiction under Article 226. Article 226 was not meant to supplant the existing remedies at law but only to supplement them in certain well-recognised situations.

10. Accordingly, we decline to entertain this petition but relegate the petitioner, if it so chooses, to the alternative remedy of invoking Article 22 of the Agreement, which provides for a detailed dispute resolution mechanism.

11. Further, we clarify that we have not adverted to the merits of the rival contentions and, therefore, all contentions of all parties on the merits of the matter are kept explicitly open should the petitioner invoke the dispute resolution mechanism provided under Article 22 of the Agreement.

12. We have not entertained this petition only because the issues raised would involve adjudication of disputed questions of fact and, secondly, because the parties have themselves agreed to resolve their disputes through the

special dispute resolution mechanism provided under Article 22 of the Agreement.

13. The petition is disposed of with liberty in the above terms and without any order for costs.

14. Interlocutory applications, if any, will not survive and are disposed of.

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

(Manoj Prasad, J.)

05.11.2026

N.A.F.R.

APK/VK

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