

S/L 1
17.07.2026
Court. No. 25
Sourav

WPA 17226 of 2026

**Texmaco Rail & Engineering Limited & Anr.
Vs.
Union of India & Ors.**

*Mr. Jishnu Chowdhury, Sr. Adv.
Mr. Soumabho Ghose
Mr. Shounak Mitra
Mr. Zulfiqar Ali Al quaderi
Mr. Aditya Sarkar
Mr. Deep Basak*

...for the petitioners.

*Mr. Kumar Jyoti Tewari, Sr. Adv.
Ms. Anamika Pandey
Mr. Aniruddho Tewari*

...for the respondents.

1. The petitioners have filed the present writ application challenging the order dated July 14, 2026 wherein the respondent authorities have terminated the contract of the petitioners and also debarred the petitioners for participation in the tender for executing the balance work and the security deposit shall be forfeited and the performance guarantee shall also be encashed.
2. Learned counsel appearing for the railway authorities raised preliminary objection with regard to the point of maintainability of the present writ application. Learned counsel for the respondent authorities submits that as per Clause 63.1 of the tender condition, the petitioners have to make a representation to the General Manager and the General Manager within 120 days after receipt of the contractor's representation shall take a decision and communicate the same to the petitioners. As the respondents have raised the point of maintainability, accordingly, the Court has not gone into the merit of the matter.

3. Clause 63.1 reads as follows:

“63.1 Matters Finally Determined by the Railway: *All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractor to the GM and the GM shall, within 120 days after receipt of the Contractor’s representation, make and notify decisions on all matters referred to by the Contractor in writing provided that matters for which provision has been made in Clauses 7(j), 8, 18, 22(5), 39.1, 39.2, 40A, 43(2), 45(i)(a), 55, 55-A(5), 57, 57A, 61(1), 61(2), 62(1), 63(iv) and 63.2.11 of the Standard General Conditions of Contract or in any Clause (stated as excepted matter) of the Special Conditions of the Contract, shall be deemed as ‘excepted matters’ (matters not arbitrable) and decisions of the Railway authority, thereon shall be final and binding on the Contractor; provided further that ‘excepted matters’ shall stand specifically excluded from the purview of the Dispute Adjudication Board (DAB) and Arbitration.”*

4. The contract of the petitioners is determined owing to default of the contract in Clause 62(1) of the General Conditions of Contract. Clause 62(1) is the expected matters and as such the petitioners cannot invoke the arbitration, the only remedy to the petitioners to make request to the GM and the GM shall decide the matter.
5. Learned counsel for the petitioners submits that if this Court will allow the petitioner to make representation to the General Manager in terms of Clause 63.1, the petitioners immediately make an appropriate representation to the GM and he prays for a direction

upon the GM instead of 120 days the GM shall decide the matter as early as possible.

6. Heard the learned counsel for the respective parties.
Perused the materials on record.
7. This Court finds that the contract has been terminated by the respondent authorities by taking into consideration of Clause 62.1. Clause 62.1 is expected matters for invoking the arbitration clause and as such, the petitioners are required to make a representation to the GM and the GM shall decide the same in terms of Clause 63.1.
8. In view of the above, the petitioners are given liberty to make appropriate representation along with the documents as relied by the petitioners to the General Manager within a week from date and if any representation is made by the petitioners, instead of 120 days, the GM shall decide as early as possible preferably within a period of four weeks from the date of receipt of the representation made by the petitioners.
9. It is also made clear that if the petitioners make any request to the General Manager for any interim relief pending decisions by the GM, the GM shall decide the request of the petitioners on merit for grant of interim relief. It is also made clear that this Court has not gone into the merit of this matter, the GM shall decide all the questions if any raised by the petitioners without being influenced of any observation made in the present writ application.
10. **WPA 17226 of 2026** is disposed of.

11. Urgent photostat certified copies of this order, if applied for, be supplied to the parties upon compliance with all the necessary formalities.

(Krishna Rao, J.)