



2025:CGHC:24741-DB
NAFR

HIGH COURT OF CHHATTISGARH AT BILASPUR

WPC No. 2946 of 2025

Angelique International Limited, 104-107, Hemkunt Tower, 1st Floor, 98, Nehru Place, New Delhi - 110019, Through Its Authorized Signatory Nikhil Kumar, S/o. Shri Jagdish Kumar, Aged About - 29 Years.

... Petitioner

versus

1 - Union of India Ministry of Railways (Railway Board), Through Chairman, Rail Bhawan, Raisina Road, New Delhi – 110001.

2 - South East Central Railway Through The General Manager, New Zonal Building, Bilaspur, Chhattisgarh – 495004.

3 - The Chief Electrical Engineer Electric Construction Department, SECR Head Office, Bilaspur, Chhattisgarh - 495004.

...Respondent(s)

(Cause-title taken from Case Information System)

For Petitioner	: Mr. Kshitij Sharma, Advocate.
For Respondent/UOI	: Mr. Ramakant Mishra, Deputy Solicitor General of India.

Hon'ble Shri Ramesh Sinha, Chief Justice
Hon'ble Shri Bibhu Datta Guru, Judge

Order on Board

Per Ramesh Sinha, Chief Justice

17.06.2025

1. Heard Mr. Kshitij Sharma, learned counsel for the petitioner. Also heard Mr. Ramakant Mishra, learned Deputy Solicitor General of India, appearing for the Union of India/respondent No. 1.

2. The present writ petition has been filed by the petitioner with the following prayers:

“10.1) The Hon'ble Court may kindly be pleased to issue an appropriate writ, order, or direction quashing and setting aside the communication dated 08.01.2025 (Annexure P15) passed by the Respondents refusing to make payments to the Petitioner in the Contract in question; and

10.2) The Hon'ble Court may further kindly be pleased to issue an appropriate writ, order, or direction directing the Respondents to process the Petitioner's price variation claims of Rs. 53,56,026.00/- in accordance with the IEEMA index for Blooms and Billets, as upheld in the Commercial Court's order dated 08.11.2024; and

10.3) The Hon'ble Court may further kindly be pleased to issue a writ of mandamus directing the Respondents to make immediate payments of Rs. 53,56,026.00 /- to the Petitioner for the outstanding amounts calculated as per the correct price variation formula; and

10.4) Cost of the petition may also be granted to the petitioner, and/or

10.5) Any other relief, which this Hon'ble Court deems fit and proper, may also kindly be granted to the petitioner, in the interest of justice.”

3. Learned counsel for the petitioners submits that the petitioner is seeking a direction to the respondents to release an amount of 53,56,026.00/- in terms of the price variation clause, as stipulated under Clause 46A.7 of the contract. It is submitted that under similar contractual terms, the respondents have already made payment to the petitioner without challenging the judgment dated 08.11.2024 passed by the Hon'ble Commercial Court, Naya Raipur. In the said judgment, the Hon'ble Court upheld the petitioner's entitlement for payment under the price variation clause, in line with the arbitral award dated 15.03.2022 passed by the Sole Arbitrator. It has been argued that despite the settled position of law as affirmed by the Hon'ble Commercial Court, the respondents have arbitrarily refused to apply the same methodology in the present contract. It has been further argued that the respondents' refusal to adhere to the contractual terms and judicial precedent has resulted in the unjust denial of the petitioner's legitimate claim towards price variation amounting to 53,56,026.00/-.

4. On the other hand, learned Deputy Solicitor General of India, appearing for the Union of India/respondent No.1 opposes the prayer

made by the learned counsel for the petitioner and submits that the earlier the petitioner had approached to the Arbitrator by filing Arbitration Application No.9 of 2019, in which learned Sole Arbitrator has passed the final award in favour of the petitioner and against the respondents vide award dated 15.03.2022. He further submits that the respondents herein have challenged the order dated 15.03.2022 by filing Case No. Arb. MJC 06 of 2024 before the Commercial Court, Raipur and the said case was dismissed by the Commercial Court vide order dated 08.11.2024 while affirming the order dated 15.03.2022 passed by the Sole Arbitrator. It has been argued that the petitioner has efficacious alternative remedy to go before the Arbitrator for the new cause of action and the instant petition is not maintainable in the eyes of law.

5. We have heard learned counsel for the parties and perused the materials available on record.

6. Perusal of the record would show that there were two Contract Agreements i.e. Contract Agreement bearing No.19/CEE/CON/SECR/BSP/2017 dated 18.09.2017 as well as Contract Agreement bearing No.10/CEE/CON/SECR/BSP/2017 dated 26.04.2017 and the petitioner has challenged Contract Agreement bearing No.10/CEE/CON/SECR/BSP/2017 dated 26.04.2017 before the Sole Arbitrator, which was allowed vide order dated 15.03.2022 and the final award was passed observing as follows:-

“Final Award

1. The claimant is entitle for an award of

Rs.86,46,634.00 against the respondent.

Therefore, the respondent is directed to make payment of above amount Rs.86,46,634.00 deducted from the PVC bill of the claimant.

2. The respondent is directed to pay the said amount within a period of two months failing which the claimant shall be entitled to an interest @ 12% p.a. w.e.f. 11.09.2019 i.e. from the date of appointment of the Arbitrator by the Hon'ble High Court.

3. In the facts and circumstances of the case the parties are left to bear their own cost.

With passing of this final award the arbitration proceeding stands terminated.

This arbitration award is made on stamp paper of Rs.100/-. The party enforcing this award will pay the deficit stamp, if any, at the time of the enforcement of the award in the Court of Law.”

7. It has been reflected from the record that the respondents herein have challenged the said final award dated 15.03.2022 by filing Case No. Arb. MJC 06 of 2024, which was dismissed by the Commercial

Court vide order dated 08.11.2024 observing as follows:-

“37- From aforesaid analysis, it is clear that the Ld. Sole Arbitrator has taken into consideration the documents filed by both the parties, and findings recorded by the Ld. Arbitrator, cannot be said to be perverse on the ground that they are not based on any material on record or the Ld. Arbitrator has travelled beyond the terms of the contract. There is no patent illegality in the award. The Ld. Arbitrator has offered both the parties sufficient opportunity of hearing. The award cannot be said to be unreasonable or arbitrary so as to shock the conscience of the Court, rendering it imperative to interfere with the award. In view of above referred pronouncement of Hon'ble Supreme Court, this Court does not see any reason to take a contrary view to what has been taken by the Ld. Arbitrator.

Conclusion

38- For what has been discussed hereinabove, it can be safely held that none of the grounds raised by the respondents

fulfill the conditions enumerated under Section 34 of Arbitration & Conciliation Act, 1996 for which the impugned award may be interfered with.

39- As an upshot of the above, the instant application under Section 34 of the Arbitration and Conciliation Act, 1996 as filed by the applicants/respondents stands dismissed.

40- Parties shall bear their own costs.”

8. It is an admitted position as per the learned counsel for the petitioner that the issue involved in the present case is identical to that which already stands decided by the Arbitrator and the same was affirmed by the learned Commercial Court and the petitioner seeks similar relief as has been granted to the petitioner by the Arbitrator as well as learned Commercial Court. When the petitioner has remedy to approach the Arbitrator as also the Commercial Court, then there seems to be no reason as to why this Court should intervene in the matter. The petitioner ought to have exhausted the alternate efficacious remedy available to him.

9. Considering the matter in its entirety, we do not find any good ground to interfere in the present writ petition. Consequently, this writ petition stands **dismissed**.

10. In view of the above, no interference is called for by this Court in exercise of its extraordinary power under Article 226 of the Constitution of India for the relief(s) claimed by the petitioner.

11. Resultantly, the present petition being devoid of substance is **dismissed**.

Sd/-
(Bibhu Datta Guru)
Judge

Sd/-
(Ramesh Sinha)
Chief Justice