
(2026) 01 JH CK 1947

In the Jharkhand High Court

Case No : Writ Petition (C) No. 364 Of 2005

M/s Eskaps India Private Ltd., represented through its Director	APPELLANT
Vs	
Bihar State Electricity Board	RESPONDENT

Date of Decision : 28-01-2026

Acts Referred:

Constitution of India, 1950 — Article 226

Citation : (2026) 01 JH CK 1947

Hon'ble Judges : Sujit Narayan Prasad, J

Bench : Single Bench

Advocate : Mahesh Tewari, S.K. Tiwari, Manoj Tandon, Neha Bhardwaj, Mrinal Kanti Roy, Rishi Ranjan Vats, Parth Jalan

Final Decision : Disposed Of

Judgement

Sujit Narayan Prasad, J

1. The instant writ petition under Article 226 of the Constitution of India seeking therein direction to command upon the respondents to forthwith make payment to the tune of Rs.4,36,725/-along with interest @ 18% per annum with effect from April, 1999 till the date of actual payment on the backdrop of the fact that the said amount has arbitrarily withheld by the respondents despite the fact that the work, in question, has satisfactorily been completed.

2. Mr. Mrinal Kanti Roy, the learned Senior Standing Counsel appearing Nigam Ltd. (in short-PVUNL) have jointly submitted by referring to Clause-8.0 of the Contract which contains the Arbitration Clause which is available in Article of Agreement, appended as Annexure-2, wherein it has been provided that in the event of any dispute or difference arising in connection with the present contract between the party and Thermal Plants, such disputes or differences shall be resolved amicably by mutual negotiation. If such resolution is not possible, then unresolved disputes or differences shall be referred to Chairman, Bihar State Electricity Board whose decision will be final and binding as per Clause 26 of the

Tender document.

3. It has been contended on behalf of the learned counsel appearing for the respondents that the petitioner has already made a representation before the authority in this regard as per the document available as Annexure-5 dated 26.03.2003. Since the nature of dispute is commercial obligation and, as such, the petitioner may be given liberty to make a fresh application for appointment of Arbitrator in pursuance to the condition stipulated in Clause-8.0 of the Article of Agreement.

4. Mr. Mahesh Tewari, the learned counsel appearing for the petitioner has submitted that the writ petition may be disposed of by giving liberty to the petitioner to make appropriate application before the respondent- JUVNL who is being represented by Mr. Mrinal Kanti Roy, the learned Senior Standing Counsel.

5. This Court after having heard the learned counsel for the parties and after going through the availability of Arbitration Clause as under Clause-8.0 as a part of the Article of Agreement entered in between the Bihar State Electricity Board as first party and M/s Eskaps (India) Private Limited (petitioner herein) as second party. It is not in dispute that the Bihar State Electricity Board, after bifurcation, is now the JUVNL.

6. Accordingly, the liberty is being granted to the writ petitioner to make appropriate application before the Chairman-cum-Managing Director,

7. If such application will be filed, the necessary decision will be taken in accordance with law by the concerned authority, i.e., the Chairman- cum-Managing Director, JUVNL within a period of six weeks for appointment of Arbitrator.

8. All the disputes, regarding apportionment of liability of any nature is to be adjudicated by the Arbitrator based upon the material available before it.

9. In view of the above, the instant writ petition stands disposed of. 10. Pending I.As, if any, stands disposed of.