

Union of India and anr. Vs. Eastern Track Udyog Pvt. Ltd. and ors.

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Court : Kolkata

Decided On : Apr-25-2013

Judge : Banerjee

Appellant : Union of India and anr.

Respondent : Eastern Track Udyog Pvt. Ltd. and ors.

Judgement :

ORDER

SHEET APO No.11 of 2013 with CS No.263 of 2012 IN THE HIGH COURT AT CALCUTTA Civil Appellate Jurisdiction UNION OF INDIA & ANR.

Versus EASTERN TRACK UDYOG PVT.LTD.& ORS.BEFORE: The Hon'ble JUSTICE BANERJEE The Hon'ble JUSTICE MRINAL KANTI CHAUDHURI Date :

25. h April, 2013.

Mr.L.K.

Chatterjee, Ms.Aparna Banerjee for the appellants.

Mr.Jishnu Saha, Mr.Jayjit Ganguly, Mr.Aasish Chowdhury, Ms.Uma Bagree, Ms.Sulagna Nandy for respondent no.1.

The Court : The subject issue is squarely covered by our judgment and order dated April 11, 2013 delivered in APO No.477 of 2012.

Mr.L.K.

Chatterjee, learned Counsel appearing for the Union of India would, however, try to make a distinction in the present case.

According to him, the learned Judge misconstrued the contractual obligations of the parties.

According to him, RDSO, the appellant and the respondent are bound by a contract under which the contractor is permitted to participate in a particular class of tender floated by the Railways without having required to deposit any earnest money.

Such exception is made for the contractors listed with RDSO.

The respondent no.1 being one of them is thus bound to follow the guidelines.

Mr.Chatterjee would, however, not be able to give any plausible explanation as to why RDSO is not taking any step against the respondent no.1, if they otherwise feel, there was breach of condition one has to follow, to remain in the list of contractors maintained by RDSO.

We do not find any distinctive feature being involved herein.

We would observe, the judgment and order dated April 11, 2013 would also govern the present appeal.

Mr.Chatterjee insists that we should make it clear, RDSO would be free to take appropriate steps.

To that Mr.Jishnu Saha, learned Counsel appearing for the respondent no.1 strenuously objects.

The apprehension of Mr.Chatterjee is misconceived.

We are concerned with an application for interim protection that the respondent no.1 claimed before the learned Single Judge against a letter of RDSO asking the respondent no.1 to stop manufacture of their product.

We fail to appreciate how the order of injunction passed by His Lordship would in any way fetter their rights, if any, to initiate delisting proceeding in accordance with the guidelines that is under challenge in the suit.

The appeal is disposed of without any order as to costs.

(BANERJEE, J.) (MRINAL KANTI CHAUDHURI, J.) pa

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