

IN THE HIGH COURT OF JHARKHAND AT RANCHI
W.P.(C) No.1601 of 2026

 Anvil Energy Private Limited (formerly known as Anvil Cables Private Limited), having its registered office at 102, Krishna, 224 A.J.C. Bose Road, Kolkata-700017, through its Authorized Signatory, Mr. Jay Prakash Mishra, son of Birendra Kumar Mishra, resident of F3-25C/1 New Haujpur Link Road, P.O. Maheshtala, P.S. Haujpur, District Kolkata-700141.

..... Petitioner.

-Versus-

1. Jharkhand Bijli Vitran Nigam Limited, through its Chairman-cum-Managing Director, having its office at Engineering Building, HEC, Dhurwa, Ranchi-834002.
2. General Manager (RP), Jharkhand Bijli Vitran Nigam Limited, having its office at Engineering Building, HEC, Dhurwa, Ranchi-834002.
3. Chief Engineer, Rural Electrification, Jharkhand Bijli Vitran Nigam Limited, having its office at Engineering Building, HEC, Dhurwa, Ranchi-834002.
4. Electrical Superintending Engineer, Electric Supply Circle, JBVNL, Garhwa, P.O., P.S. & District Garhwa-822124.

..... Respondents.

With
W.P.(C) No.416 of 2026

M/s. Sri Gopikrishna Infrastructure Private Limited, having its registered office at 30/B Vengal Rao Nagar, P.O. & P.S. S. R. Nagar, District Hyderabad-500038, through its Authorized Signatory-cum-Manager (Accounts), Mr. Shamshad Ali, son of Late Md. Shafiullah, resident of Raza Colony, Kanta Toli, P.O. G.P.O., P.S. Lower Bazar, District Ranchi-834001.

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2. General Manager (RP), Jharkhand Bijli Vitran Nigam Limited, having its office at Engineering Building, HEC, Dhurwa, Ranchi-834002.
3. Chief Engineer, Rural Electrification, Jharkhand Bijli Vitran Nigam Limited, having its office at Engineering Building, HEC, Dhurwa, Ranchi-834002.
4. Electrical Superintending Engineer, Electric Supply Circle, Garhwa, P.O., P.S. & District Garhwa-822114.

..... Respondents.

With
W.P.(C) No.6339 of 2024

M/s. Sri Gopikrishna Infrastructure Private Limited, having its registered office at 30/B Vengal Rao Nagar, P.O. & P.S. S. R. Nagar, District Hyderabad-500038, through its Authorized Signatory-cum-Manager (Accounts), Mr. Shamshad Ali, son of Late Md. Shafiullah, resident of Raza Colony, Kanta Toli, P.O. G.P.O., P.S. Lower Bazar, District Ranchi-834001.

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2. General Manager (RP), Jharkhand Bijli Vitran Nigam Limited, having its office at Engineering Building, HEC, Dhurwa, Ranchi-834002.
3. Chief Engineer, Rural Electrification, Jharkhand Bijli Vitran Nigam Limited, having its office at Engineering Building, HEC, Dhurwa, Ranchi-834002.
4. Electrical Superintending Engineer, Electric Supply Circle, Deoghar, P.O., P.S. & District Deoghar-814112.

..... Respondents.

With

W.P.(C) No.6636 of 2024

M/s. Sri Gopikrishna Infrastructure Private Limited, having its registered office at 30/B Vengal Rao Nagar, P.O. & P.S. S. R. Nagar, District Hyderabad-500038, through its Authorized Signatory-cum-Manager (Accounts), Mr. Shamshad Ali, son of Late Md. Shafiullah, resident of Raza Colony, Kanta Toli, P.O. G.P.O., P.S. Lower Bazar, District Ranchi-834001.

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3. Chief Engineer, Rural Electrification, Jharkhand Bijli Vitran Nigam Limited, having its office at Engineering Building, HEC, Dhurwa, Ranchi-834002.
4. Electrical Superintending Engineer, Electric Supply Circle, Deoghar, P.O., P.S. & District Deoghar-814112.

..... Respondents.

With

W.P.(C) No.6879 of 2024

M/s. Anvil Cables Private Limited, having its registered office at 102, Krishna, 224 A.J.C. Bose Road, Kolkata-700017, through its Assistant Manager-cum-Authorized Signatory, Mr. Jay Prakash

Mishra, son of Birendra Kumar Mishra, resident of F3-25C/1 New Haujpur Link Road, P.O. Maheshtala, P.S. Haujpur, District Kolkata-700141.

..... Petitioner.

-Versus-

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2. General Manager (RP), Jharkhand Bijli Vitran Nigam Limited, having its office at Engineering Building, HEC, Dhurwa, Ranchi-834002.
3. Chief Engineer, Rural Electrification, Jharkhand Bijli Vitran Nigam Limited, having its office at Engineering Building, HEC, Dhurwa, Ranchi-834002.
4. Electrical Superintending Engineer, Electric Supply Circle, Deoghar, P.O., P.S. & District Deoghar-814112.

..... Respondents.

With

W.P.(C) No.1105 of 2026

M/s. Sri Gopikrishna Infrastructure Private Limited, having its registered office at 30/B Vengal Rao Nagar, P.O. & P.S. S. R. Nagar, District Hyderabad-500038, through its Authorized Signatory-cum-Manager (Accounts), Mr. Shamshad Ali, son of Late Md. Shafiullah, resident of Raza Colony, Kanta Toli, P.O. G.P.O., P.S. Lower Bazar, District Ranchi-834001.

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4. Electrical Superintending Engineer, Electric Supply Circle, Jharkhand Bijli Vitran Nigam Limited, Garhwa, P.O., P.S. & District Garhwa-822114.

..... Respondents.

With

W.P.(C) No.1315 of 2026

M/s. Sri Gopikrishna Infrastructure Private Limited, having its registered office at 30/B Vengal Rao Nagar, P.O. & P.S. S. R. Nagar, District Hyderabad-500038, through its Authorized Signatory-cum-Manager (Accounts), Mr. Shamshad Ali, son of Late Md. Shafiullah,

resident of Raza Colony, Kanta Toli, P.O. G.P.O., P.S. Lower Bazar,
District Ranchi-834001.

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..... Respondents.

CORAM : HON'BLE THE CHIEF JUSTICE
HON'BLE MR. JUSTICE RAJESH SHANKAR

For the Petitioners :	Mr. M. S. Mittal, Sr. Advocate Mr. Salona Mittal, Advocate
For the Respondents:	Mr. Sachin Kumar, Advocate Ms. Aditi Raj, Advocate

Order No.02

Date: 17.03.2026

1. Heard learned counsel for the parties.
2. Learned counsel for the parties agree that these writ petitions can be disposed of by a common order. They point out that the material facts in all these writ petitions are substantially same, though the actual quantities or amounts involved may differ. Accordingly, we propose to dispose of these writ petitions by a common order by treating W.P.(C) No.1601 of 2026 as the lead case.
3. The petitioner seeks an appropriate writ upon the respondents for quashing and setting aside the letters issued by the respondents directing the deduction of certain amounts on account of highly quoted items.
4. The petitioner argues that such deduction was inconsistent with and in fact contrary to the terms of the contract between the parties.

The petitioner has urged that such deduction was made despite the fact that the variation in contract price due to change in quantity was within the prescribed limits and further, the same, was at the instance of the respondents themselves.

5. Based on the above contention, the petitioner, seeks a writ of mandamus upon the respondents to refund the deducted amount of Rs.1,26,17,214.70/- along with interest at the rate of 18% per annum because according to the petitioner, such deduction was unilateral, illegal and in violation of the terms of the contract.
6. The issue raised in these petitions is almost identical to the issue involved in W.P.(C) Nos.5303, 6007 and 2583 of 2025 which were disposed of by a common judgment and order dated 22nd January, 2026. There, this Court noted that the dispute, similar to the dispute raised in these Petitions, was a purely contractual dispute and any resolution of such dispute would involve adjudication into highly disputed question of facts with regard to excess quantities, if any, the rates that would apply to such excess quantities, whether the variation was within the permissible limits or not and which of the parties was indeed responsible for the variation.
7. In some of these petitions, the respondents have filed returns disputing the petitioners' claims and raising serious factual disputes. The returns also point out that the petitioners have an alternative remedy of resorting to arbitration under the agreement/contract between the parties.
8. The resolution of the above-referred disputes would undoubtedly involve adjudication into highly disputed questions of fact. Such an exercise cannot be ordinarily undertaken when exercising the

summary and extraordinary jurisdiction under Article 226 of the Constitution. This is especially so when at least some of the Petitioners have undisputedly agreed to resort to arbitration to resolve such disputes.

9. Mr Mittal, learned senior counsel for the petitioners, pointed out that arbitration clauses are to be found in the agreements which are the subject matter of the W.P.(C) Nos. 416, 1105 and 1315 of 2026. He submitted that, in the agreements that are the subject matter of the remaining petitions, there is no arbitration clause.
10. The presence or absence of an arbitration clause is not crucial. The crucial issue is that the disputes raised in all these petitions arise from allegations and counter-allegations of breaches of the contract between the parties. Further, any resolution of such disputes would involve adjudication into highly disputed questions of fact, some of which are referred to hereinabove.
11. Therefore, it would not be appropriate to attempt to resolve such disputes in our summary and extraordinary jurisdiction under Article 226 of the Constitution of India. This is more so in cases where the parties have themselves agreed to resolve such disputes through arbitration. In cases where the agreements do not contain an arbitration clause, the petitioners may have to resort to the ordinary remedy of filing a civil suit to pursue their claims.
12. As noted earlier, in almost identical circumstances, this Court, by its common judgment and order dated 22nd January, 2026, disposing of W.P.(C) Nos. 5303, 6007 and 2583 of 2025, declined to entertain writ petitions but relegated the parties to arbitration. In those cases, since the parties agreed upon the appointment of an Arbitral

Tribunal, with the express consent of the parties, this Court proceeded to appoint the Arbitral Tribunal so that the disputes could be resolved expeditiously. The reasoning in our order of 22nd January, 2026, will equally apply in the present cases.

13. In **Kulchhinder Singh v. Hardayal Singh Brar, (1976) 3 SCC 828**, the Hon'ble Supreme Court held that a writ petition is unavailable to enforce a contract qua contract. The fact that the respondent was a "State" is not sufficient and an enquiry should be whether what is sought to be enforced is a statutory duty or sovereign obligation. The Hon'ble Supreme Court, speaking through Krishna Iyer, J observed as follows:-

"The writ petition, stripped of embroidery and legalistics, stands naked as a simple contract between the staff and the society agreeing upon a certain percentage of promotions to various posts or an omnibus, all-embracing promise to give a quota to the existing employees. At its best, the writ petition seeks enforcement of a binding contract but the neat and necessary repellent is that the remedy of Article 226 is unavailable to enforce a contract qua contract. We fail to see how a supplier of chalk to a government school or cheese to a government hospital can ask for a constitutional remedy under Article 226 in the event of a breach of a contract, bypassing the normal channels of civil litigation. Private law may involve a State, a statutory body, or a public body in contractual or tortious actions. But they cannot be siphoned off into the writ jurisdiction (emphasis supplied)"

14. In **Divl. Forest Officer v. Bishwanath Tea Co. Ltd., (1981) 3 SCC 238**, the petitioner tried to enforce through writ petition the right to remove timber under a contract. The Hon'ble Supreme Court did not allow this by observing that ordinarily where a breach of contract is complained of, a party complaining of such breach may sue for specific performance of the contract if the contract is capable of being specifically performed or the party may sue for damages. Such a suit would ordinarily be cognizable by civil court. The High Court in its extraordinary jurisdiction would not entertain a petition either for specific performance of contract or for recovering damages.
15. In **LIC v. Asha Goel (2001) 2 SCC 160**, the Hon'ble Supreme Court held that it cannot be laid down as a general proposition of law that in no case, the High Court can entertain a writ petition under Article 226 of the Constitution to enforce a claim under a contract for life insurance. The Hon'ble Supreme Court that the determination of the question depends upon consideration of several factors like, whether a writ petitioner is merely attempting to enforce his/her contractual rights or the case raises important questions of law and constitutional issues, the nature of dispute raised, the nature of enquiry necessary for determination of the dispute, etc. While the jurisdiction of the High Court to entertain a writ petition under Article 226 of the Constitution cannot be denied altogether, Courts must bear in mind the self-imposed restriction consistently followed by the High Courts all these years after the constitutional power came into existence in not entertaining writ petitions filed for enforcement of purely contractual rights and obligations which

involved disputed questions of facts. The Courts have consistently take the view that in case where for the determination of the dispute raised, it is necessary to enquire into facts for determination of which it may become necessary to record oral evidence a proceeding under Article 226 of the Constitution is not the appropriate forum. The position is also well settled that if the contract entered between the parties provide an alternate forum for resolution of disputes arising from the contract, then the parties should approach the forum agreed by them and the High Court in writ jurisdiction should not permit them to bypass the agreed forum of dispute resolution.

16. In **State of Bihar v. Jain Plastics & Chemicals Ltd., (2002) 1 SCC 216**, the petitioner questioned the deduction of an amount from the final bill to be paid to the petitioner-contractor by alleging breach of contract by him. The High Court allowed the petition. However, the Hon'ble Supreme Court, reversing the High Court's order, held that even if it is possible to decide the question raised in the petition, based on affidavits and counter-affidavits, it would not be proper to exercise extraordinary jurisdiction under Article 226 of the Constitution in cases of alleged breach of contract.
17. As noted above, this is a matter where no public law element is shown to be involved. Notwithstanding the language used in some of the petitions alleging unfairness or arbitrariness, these matters involve alleged breaches of non-statutory contracts. A resolution of the dispute would involve adjudication of highly disputed questions of fact. Admittedly, in at least some of the matters, the agreements contain an arbitration clause. Therefore, upon cumulative

consideration of all these factors, we are satisfied that these are not matters where we should entertain writ petitions or exercise our extraordinary jurisdiction under Article 226 of the Constitution.

18. For the above reasons, we decline to entertain these petitions. However, we grant the petitioners liberty to invoke the arbitration clauses, if any, in their agreements or to resort to the ordinary civil remedies before the Civil Court for resolution of their disputes, as have been raised in these petitions.
19. Since this Court has not adjudicated upon the rival disputes on merits, all contentions of all parties on the merits of the disputes are left explicitly open to be decided through arbitration and/or the ordinary civil remedies before the Civil Courts.
20. All these writ petitions are disposed of with liberty in the above terms. No costs.

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

(Rajesh Shankar, J.)

17th March, 2026
Sanjay/Rohit
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