

RAJASTHAN HIGH COURT

सत्यमेव जयते

HIGH COURT OF JUDICATURE FOR RAJASTHAN AT
JODHPUR

S.B. Civil Writ Petition No. 17396/2024

GA Infra Pvt. Ltd., Having Its Registered Address At Plot No 61,
Keshav Nagar, Hawa Sadak, Jaipur, Jaipur, Rajasthan, India,
302006, Through Its Authorized Signatory Shri Kanhaiya Lal
Sharma S/o Late Shri Prem Raj Sharma Age 59 Years.

----Petitioner

Versus

1.

State Of Rajasthan, Through Principal Secretary, Public
Health Engineering Department, Government Of
Rajasthan, Jaipur.
2.

The Office Of The Chief Engineer (Project), Public Health
Engineering Department, Jodhpur, Rajasthan.
3.

The Office Of The Superintending Engineer, Public Health
Engineering Department, Project Circle Pali, Phed
Campus, Tagore Nagar, Pali Rajasthan- 306401.
4.

The Office Of The Executive Engineer, Public Health
Engineering Department Project Division-Sirohi,
Rajasthan.

----Respondents

For Petitioner(s)	:	Mr. Sunil Nath Mr. Gopal Sandu Ms. Nandini
For Respondent(s)	:	Mr. Sajjan Singh Rathore, AAG with Ms. Mehali Mehta

HON'BLE MR. JUSTICE MUKESH RAJPUROHIT

Order

05/05/2026

1. The matter comes up on an application (I.A. No.1/2026)
under Article 226 of the Constitution of India filed by the petitioner
for disposal of the writ petition in view of the order of the Hon'ble
Supreme Court and the order dated 13.04.2026, passed by a
Coordinate Bench of this Court at Jaipur in **S.B. Civil Writ**

Petition No.1607/2025 (Offshore Infrastructures Limited Vs. State of Rajasthan & Ors.).

2. Learned counsel for the petitioner submitted that the controversy involved in the present writ petition has already been decided. While relying upon the judgment of the Hon'ble Supreme Court in the case of **The State of Rajasthan & Ors. Vs. GVPR Engineers Limited** passed in **SLP (C) No.30649/2024**, learned counsel submitted that the Hon'ble Apex Court, while dealing with a similar controversy, has observed that such factual and contractual disputes can be effectively adjudicated by availing the efficacious alternate remedy before the Standing Committee, as stipulated under Clause 23 of governing bid document. He therefore prays that present writ petition may be decided in light of decision rendered by the Hon'ble Supreme Court in **GVPR Engineering Limited (supra)**.

3. Mr. Sajjan Singh Rathore, learned Additional Advocate General appearing on behalf of the respondents opposed the prayer.

4. In the case of **GVPR Engineering Limited (supra)** following order was passed by the Hon'ble Supreme Court:-

“Having heard the learned counsel appearing for the appellants and the learned senior counsel appearing for the respondent, we are of the opinion that the Division Bench ought not to have embarked upon the exercise of resolving disputed factual issues arising out of a contract in the manner that it has done. The single Judge was fully justified in holding that the issues sought to be raised by the respondent were not amenable to adjudication by way of a writ petition and dismissing the writ petition on that ground.

We may note that the contract between the parties specifically provided for a dispute resolution mechanism in Clause 23, titled ‘Standing Committee for Settlement of Disputes’. Further, by order dated 03.01.2025, this court left it open to the respondent to make a representation before the Standing Committee in terms of the aforestated Clause for

settlement of its claims. We are now informed that pursuant to the representation made by the respondent, the matter has been referred to the Standing Committee under letter dated 23.12.2025.

That being so, it would be appropriate that the said Standing Committee undertakes the exercise of resolving the issues and disputes between the parties as on date, including those raised by the respondent by way of the writ petition before the single Judge and the writ appeal before the Division Bench.

Further, it would also be open to the respondent to raise additional issues, if any, which may have arisen during the interregnum before the Standing Committee for resolution.

The Standing Committee shall afford personal hearings to the respondent on all aspects and take a reasoned decision thereafter as expeditiously as possible and, preferably, within a period of four months from today.

The appeal is, accordingly, allowed, setting aside the impugned judgment passed by the High Court.

Needless to state, all issues are left open and the Standing Committee shall not be influenced either by the dismissal of the writ petition or by the observations made by the Division Bench in the impugned judgment.

Pending application(s), if any, shall stand disposed of.”

5 In the case in hand, a perusal of record reveals that contract between the parties is governed by General Conditions of Contract (GCC) (Annex.-3) and its clause 23 provides for “Standing Committee for settlement of disputes”. Thus, in view of the judgment of the Hon’ble Supreme Court in the case of **GVPR Engineering Limited (supra)** and the subsequent order passed by the Coordinate Bench of this Court at Jaipur in **Offshore Infrastructures Limited (supra)**, this Court deems it proper to dispose of present writ petition in terms of order of the Hon’ble Supreme Court in **GVPR Engineering Limited (supra)**. Accordingly, the present writ petition is also disposed of in the same terms as in the case of **GVPR Engineers Limited (supra)**.

The petitioner is directed to avail the efficacious alternate remedy before the Standing Committee.

6. It is made clear that if any application is filed by the petitioner seeking an interim order or protection, the same shall be considered and decided by the competent authority of the respondents, strictly in accordance with law.

7. The stay petition and the pending applications, if any, also stand disposed of.

(MUKESH RAJPUROHIT),J

263-Ramesh/-