

**IN THE HIGH COURT OF JHARKHAND AT RANCHI
Civil Review No. 38 of 2026**

1. Managing Director, Jharkhand State Building Construction Corporation Ltd., Government of Jharkhand, at Project Building, P.O. Dhurwa, P.S. Jagannathpur, District Ranchi (Jharkhand) PIN 834004
2. Executive Engineer, Jharkhand State Building Construction Corporation Ltd., Government of Jharkhand, at Project Building, P.O. Dhurwa, P.S. Jagannathpur, District Ranchi (Jharkhand) PIN 834004.

... .. Petitioners

Versus

1. Vijeta Projects and Infrastructure Ltd., having its registered office at West Morabadi Ground, P.O. Ranchi University, P.S. Bariatu, District Ranchi, through one of its Director, Sri Ravindra Bharti, son of Shri Yogendra Prasad Singh, resident of Qr. No. R-25/5, Harmu Housing Colony, P.O. Doranda, P.S. Argora, District Ranchi.
2. State of Jharkhand, through the Chief Secretary, Government of Jharkhand, Project Building, P.O. Dhurwa, P.S. Jagannathpur, District Ranchi (Jharkhand) PIN 834004.
3. Secretary, Jharkhand State Building Construction Department, Government of Jharkhand, at Project Building, P.O. Dhurwa, P.S. Jagannathpur, District Ranchi (Jharkhand) PIN 834004
4. Principal Secretary, Department of Health, Medical Education and Family Welfare, at Project Building, P.O. Dhurwa, P.S. Jagannathpur, District Ranchi (Jharkhand) PIN 834004.

... .. Respondents

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

For the Petitioners: Mr Sumeet Gadodia, Advocate
Ms Shilpi Sandil Gadodia, Advocate
Ms Shruti Shekhar, Advocate
Ms Nidhi Lall, Advocate
For the Respondent No. 1: Mr Indrajit Sinha, Advocate
Mr Rohit Roy, Advocate
Mr Vibhor Mayank, Advocate
Mr Tarun Kumar Mahato, Advocate
Ms Oishi Das, Advocate
Mr Shivam, Kumar, Advocate
Mr Roshan Kumar Singh, Advocate
For the Resp.-State: Mr. Piyush Chitresh, A.C to A.G

Order No. 02/Dated: 09.04.2026

1. Heard learned counsel for the parties.
2. This petition seeks review of the order dated 26.02.2026 by trying to disown or embarrass the counsel who appeared for the review petitioners, this time, by engaging a different counsel.
3. In the case of **Tamil Nadu Electricity Board and Another versus N. Raju Reddiar and Another [(1997) 9 SCC 736]**, the Hon'ble Supreme Court commented that it was a sad spectacle that a new practice unbecoming and not worthy of or conducive to the profession is cropping up. The Hon'ble Supreme Court was referring to the practice of changing Advocates and filing review petitions. The Court held that it is salutary to note that the Court spends valuable time deciding a case. A review petition is not, and should not be, an attempt to argue the matter again on the merits. The Court noted that, in recent times, it has become a practice to file such review petitions as a routine, that too with a change of counsel, without obtaining the consent of the Advocate on record at the earlier stage. The Court held that this is not conducive to the healthy practice of the Bar, which has a responsibility to maintain the profession's salutary practice. The Hon'ble Supreme Court finally dismissed the petition with exemplary costs of Rs 20,000/-, holding it as an abuse of the process of the Court in derogation of healthy practice.
4. Again, in **Om Prakash versus Suresh Kumar [(2020) 13 SCC 188]**, the Hon'ble Supreme Court was considering a matter, which was disposed of, based on the statement made to the Court by the counsel of

the landlord. However, subsequently, the landlord, by changing his Advocate, filed a review petition, asserting that he had never instructed his counsel to make such a statement before the Court. The Hon'ble Supreme Court held that the conduct of the review petitioner was liable to be deprecated, and such a review petition should not be encouraged and was rightly dismissed by the High Court as an abuse of the judicial process

5. The above observations apply to the facts of the present case, where the review petitioners, who answer the definition of 'State' under Article 12 of the Constitution, are attempting to wriggle out of a settlement and statements duly recorded in the Court Order by going to the extent of disowning or, in any event, embarrassing their own counsel. At the very outset, we note that Ms Khalida Haya Rashmi, who earlier appeared on behalf of the Review Petitioners, has acted in this matter in the highest traditions of the Bar and, therefore, she did not deserve the treatment now meted out to her by the review petitioners who agitate such matters through public funds which they are expected to hold in trust.

6. In this case, the original petitioners, Vijeta Projects and Infrastructure Limited, had primarily three grievances against the 4th and 5th respondents, i.e. the review petitioners herein. The first grievance concerned price variation; the second, the claim for a GST refund; and the third, the labour charges.

7. Considering the nature of disputes and the correspondence on record, this Court opined that an attempt should be made to see whether the matter could be disposed of by an amicable settlement.

8. Accordingly, a meeting was held between the representatives of the original petitioner and the review petitioners on 19.02.2026. The Minutes of the meeting, signed on 21.02.2026, are part of the record at Annexure-10 (Page-120).

9. The Minutes clearly stated that the issue of price variation had been settled between the parties and that certain amounts would be paid by the review petitioners to the original petitioner. However, on the issue of claim of refund of GST, the Minutes record the following:-

“2. Claim for Refund of GST: GST के अंतर राशि के भुगतान के संबंध में S.B.D में कोई प्रावधान नहीं रहने के फलस्वरूप तत्काल इसके भुगतान हेतु निर्णय लेना संभव नहीं है।”

The above portion roughly translates as follows:

“As regards payment of differential amount of GST, there being no provisions in the SBD, it is not possible to take a decision on this issue at this stage/moment”.

10. Thus, from the Minutes, it is clear that an agreement was reached on the issue of price variation, but on the issue of claim for refund of GST, no decision could be reached at the moment. The minutes are silent on the issue of labour charges.

11. In addition to the clear and unambiguous Minutes at Annexure-10 (Page 120), the review petitioners filed a supplementary affidavit in the writ petition on 26th of February 2026, that is, the date on which the writ

petition was disposed of by the order dated 26.02.2026, of which review is now sought. This affidavit was sworn by Mr Sunil Kumar, the Manager-cum- Executive Engineer, JSBCCL, PIU, Ranchi. The contents of paragraphs 1 to 6 of this affidavit are very much instructive and, therefore, are transcribed below for the convenience of reference: -

“1. That at present I am working and posted as Manager-cum-Executive Engineer, JSBCCL, PIU, Ranchi, and duly authorized to swear this affidavit, and as such I am well acquainted with the facts and the circumstances of the case.

2. That the answering respondents craves leave from this court for filing further affidavit if so required or on the direction of this Hon'ble Court.

3. That it is most humbly and respectfully submitted that the present supplementary affidavit is being filed in pursuance of the order dated 17.12.2025 passed by this Hon'ble Court in the present writ petition, whereby this Hon'ble Court, looking to the nature of the dispute, was pleased to observe that the same can conveniently be settled amicably and accordingly directed both the parties to sit together and make an endeavour to resolve the issue amicably.

4. That it is most humbly and respectfully submitted that in compliance with the aforesaid order dated 17.12.2025, and in the light of the representation submitted by the petitioner, several meetings were held between the petitioner and the answering respondent.

5. That it is most humbly and respectfully submitted that pursuant to the discussions held in the said meetings, the officials of the answering respondent corporation have agreed to the proposal recorded in the Minutes of Meeting dated 19.02.2026.

6. That it is most humbly and respectfully submitted that the Minutes of Meeting dated 19.02.2026 contain the concluded terms arrived at between the parties and reflect the consensus reached in furtherance of the directions issued by this Hon'ble Court.”

12. In paragraph 5 of Mr Sunil Kumar's affidavit, it was submitted that, pursuant to discussions held in meetings between the parties, the officials of the review petitioners had agreed to the proposal recorded in the Minutes of the meeting dated 19.02.2026. In Paragraph 6, Mr Sunil Kumar submitted that the Minutes of the meeting dated 19.02.2026

contain the concluded terms arrived at between the parties and reflect the consensus reached in furtherance of the directions issued by the Court.

13. As if this was not sufficient, on 26.02.2026, learned counsel for the 4th and 5th respondents submitted that the amounts due and payable to the original petitioner, on account of the price variation, would be paid to the petitioner on or before 25th March 2026. This statement was recorded in paragraph-9 and was duly accepted. In paragraph 9, directions were issued to the 4th and 5th respondents, i.e. the review petitioners, to make this payment on or before 25th March 2026.

14. At this stage, we wish to note that Ms Khalida Haya Rashmi, who appeared for the review petitioners on 26.02.2026, was personally present at the meeting of 19.02.2026 where the settlement was reached. This fact is reflected in the Minutes of the meeting held on 19.02.2026 at Annexure-10 (page-120). As such, she was in the best position to represent the review petitioners when the matter was disposed of on 26.02.2026. Perhaps, as a matter of abundant caution, and so that no allegations are made against the counsel, a supplementary affidavit was also filed by Mr Sunil Kumar, Executive Engineer, on behalf of the review petitioners, confirming the agreement reached by and between the parties.

15. The order dated 26.02.2026, the review of which is now filed, perhaps to ward off the consequences of non-compliance in the pending contempt petition filed by the original petitioner, is said to be based on the main ground that no instructions were issued to Ms Khalida Haya

Rashmi to make a statement that the amounts due and payable to the original petitioner on account of price variation would be paid on or before 25th March 2026. Secondly, by engaging different counsel, it is now contended that the agreement reflected at Annexure-10 (page-120) provided that some amounts would be paid to the original petitioner on account of price variation, but that the claim for refund of GST or labour charges was rejected and that the original petitioner should be deemed to have accepted such rejection.

16. We must say that this is an extremely dishonest stance adopted by an authority, which falls within the definition of ‘State’ under Article 12 of the Constitution. From the Minutes at Annexure-10, it is evident that no decision was taken at that stage regarding the GST refund claim. The Minutes only record an agreement on the price variation and further state that no decision could be reached on the issue of the GST refund at that stage. The Minutes nowhere record that the original petitioners had given up their claim for a GST refund or labour charges in lieu of some limited payment on the issue of price variation.

17. The contention that Ms Khalida Haya Rashmi was not instructed to state that the payments on account of price variation would be made on or before the 25th of March 2026 is yet another dishonest attempt by the review petitioners to wriggle out of the situation. In any event, this Court, in paragraph 9 of its order dated 26.02.2026, noted that, since an agreement had been reached, directions were being issued to the 4th and 5th respondents, i.e., the review petitioners, to make this payment on or

before 25th March 2026. Therefore, the direction for payment was not based solely on the statement made by counsel for the review petitioners, but also on the fact that an agreement had been reached, and, in terms of that agreement, the review petitioners had agreed to pay this amount.

18. Another contention was sought to be raised to the effect that the Minutes of the meeting were sent to the original petitioner with a request to accept the offer from the review petitioners. From what transpired in this Court on 26.02.2026, it is apparent that the original petitioner accepted the offer regarding the price variation, as there was no other offer in the Minutes regarding a claim for a refund of GST or labour charges. The minutes nowhere refer to any full and final settlement in which the original petitioner could be said to have given up the other two claims or suggest that the review petitioners would not pay the amounts due to price variation unless the original petitioner forgoes the other two claims. This belated arm-twisting by filing a review petition through a different Counsel, when nothing like this was contended on 26.02.2026 either before the Court or in the affidavit filed on the said date by Mr Sunil Kumar, Executive Engineer, on behalf of the review petitioners, is quite unfortunate.

19. In any event, the order dated 26.02.2206 merely records a settlement on the issue of price variation. As regards the other issues, including the refund of GST or labour charges, the original petitioner was granted only the liberty to represent to the review petitioners, and some directions were issued to the review petitioners to dispose of such

representation in accordance with law. Therefore, it is not as if any directions were issued about the other issues regarding which the review petitioners expressed an inability to take any decision at that stage or took no decision at all.

20. Mr Gadodia relied upon the decision of the Hon'ble Supreme Court in *Lavanya C and Another versus Vittal Gurudas Pai, Since Deceased by Lrs. And Others* [2025 SCC OnLine SC 499]. He emphasised Paragraphs 9.4 and 11 of this decision dealing with the circumstances in which a lawyer's statement would or would not bind her client.

21. We have perused this decision and are satisfied that, in the facts of the present case, the conduct of counsel Ms Khalida Haya Rashmi, who appeared on behalf of the review petitioners, was not at all inconsistent with the law laid down by the Hon'ble Supreme Court. Instead, we find that the review petitioners' conduct in their dealings with their lawyer, or in attempting to make this officer of the Court a scapegoat for the discharge of her duties, leaves much to be desired. Therefore, in this matter, we were constrained to ascertain from Mr Gadodia whether the statements he made and the arguments he advanced were on the express instructions of the review petitioners. Mr Gadodia contends that he had express instructions, and Mr Sunil Kumar, who is present in the Court and had earlier filed an affidavit in this matter, confirmed this position.

22. For the above reasons, we find no merit in this review petition and further regard it as a dishonest attempt to secure a fresh hearing of the

matter and that too, by engaging a different counsel and trying to cast aspersions on the earlier counsel, who had in fact, acted in the best traditions of the profession.

23. Further, it is surprising that Mr Sunil Kumar, who had filed the affidavit in the main petition placing the Minutes on record, has filed an affidavit in support of this review petition. The two affidavits are contradictory. Upon our specific query, Mr Gadodia, after obtaining instructions from Mr Sunil Kumar, who was present in Court, submitted that this affidavit was filed after it was approved by the Managing Director, i.e. the review petitioner No.1. The affidavit in respect of this review petition is sworn by Mr Sunil Kumar, who has described himself as review petitioner No.2, and states that he has been authorised by the 1st petitioner to swear this affidavit on his behalf as well. The 1st petitioner is the Managing Director of the JSBCCL. All this had to be ascertained because we did not want another review petition by the MD arguing that Mr Sunil Kumar lacked authority.

24. The review petitioners have made out no grounds to invoke our review jurisdiction. There is no error in the order made. The order not only reflects the limited agreement between the parties but explicitly leaves the other two issues on which no decisions were taken by the review petitioners open. The very institution of this review petition, by making some entirely unjustified insinuations against the earlier lawyer, is the conduct deprecated by the Hon'ble Supreme Court in *Tamil Nadu*

Electricity Board (Supra) and *Om Prakash (Supra)*. As observed by the Hon'ble Supreme Court, such review petitions cannot be encouraged.

25. For all the reasons stated above, we dismiss this review petition with costs of Rs. 50,000/-, to be borne personally by both review petitioners in equal measure. Mr Indrajit Sinha, learned Counsel for the original petitioner, states that the costs may be paid to the Jharkhand High Court Advocates' Clerk Association. The costs must be paid personally by the Managing Director and Mr Sunil Kumar, Executive Engineer, without burdening the JSBCCL's coffers. within two weeks from today. The compliance report must be filed in this Court after giving due intimation to the counsel for the original petitioner.

26. This review petition is dismissed with costs as indicated above.

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

(Rajesh Shankar, J.)

April 09, 2026

N.A.F.R.

Ranjeet/R.Kr./Cp.2

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