

Serial No.01
Supplementary List

HIGH COURT OF MEGHALAYA
AT SHILLONG

WA No.19/2023

Date of Order: 06.07.2023

Samrat Inder Singh

Vs.

Union of India & ors

Coram:

Hon'ble Mr. Justice Sanjib Banerjee, Chief Justice
Hon'ble Mr. Justice W. Diengdoh, Judge

Appearance:

For the Appellant : Mr. A. Bhattacharjee, Adv with
Ms. P. Sunar, Adv

For the Respondents : Dr. N. Mozika, DSGI with
Ms. A. Pradhan, Adv

- i) Whether approved for reporting in Law journals etc.: Yes/No
- ii) Whether approved for publication in press: Yes/No

JUDGMENT: (per the Hon'ble, the Chief Justice) (Oral)

The appeal arises out of an order dated June 28, 2023 by which the appellant's writ petition, WP (C) No.104 of 2023, was disposed of in view of an order passed on an application by the third respondent to the writ proceedings seeking vacation or modification of the initial interim order passed on May 12, 2023 in the said proceedings.

2. The order dated June 28, 2023 passed on the relevant miscellaneous application recorded that the sole issue that was asserted by the petitioner pertained to the acceptance of tender documents from the

third respondent to the petition. The writ petitioner complained that the third respondent to the petition did not fulfill the technical bid requirements in terms of clause 6(e) of the tender documents. Upon noticing the entirety of clause 6(e), the writ court was of the prima facie opinion, on May 12, 2023, that an arguable case had been made out and, as such, required the respondent Nos.1 and 2 not to give effect to the acceptance of the bid by the third respondent to the writ petition.

3. Though such interim order was of limited shelf-life, an application was filed by the third respondent to the writ petition for vacating the order. By the time such application came to be taken up by the writ court, the interim order has already expired and the initial prayer of the third respondent to the writ petition was that upon the interim order having expired, the first and second respondents to the writ petition were free to take appropriate steps in accordance with law.

4. However, the Court addressed the substance of the writ petitioner's grievance instead of allowing the matter to go by default upon the interim order not being extended. The Court noticed that clause 6(e) of the tender documents had to be read in conjunction with clause 6 and an interpretation was sought to be given both by the third respondent to the writ petition and by the employer Assam Rifles that existing contracts with the Assam Rifles had to be disclosed and not existing contracts with other employers. Though the issue was contested on behalf of the writ

petitioner, the writ court was of the opinion that no final view ought to be expressed on such issue, particularly since the tender documents provided for a grievance redressal forum for any bidder to carry a complaint to such body. The writ petitioner had carried a grievance which the relevant body disposed of by observing that the failure, if any, on the part of the third respondent to the writ petition to disclose other contracts did not have any material bearing on the matter.

5. Indeed, it was the submission on behalf of the employer that the employer was satisfied with the financial capability of the third respondent to undertake the supply of food to Assam Rifles. Once so much is evident, the writ court would scarcely interfere in a matter pertaining to the award of contract. High authorities instruct that even a government or other authority answering to that description in Article 12 of the Constitution has to be allowed sufficient elbow room and latitude to award contracts and unless there is grave prejudice or malice demonstrated, the Court would not interfere in such matters.

6. Since the process of identifying the would-be contractor had already been completed and the issue that was raised by the writ petitioner was found to be devoid of substance, the order impugned dated June 28, 2023 does not warrant any interference.

7. Accordingly, WA No.19 of 2023 is dismissed. There will, however, be no order as to costs.

(W. Diengdoh)
Judge

(Sanjib Banerjee)
Chief Justice

Meghalaya

06.07.2023

"Lam DR-PS

