

GAHC040008722023



THE GAUHATI HIGH COURT
(HIGH COURT OF ASSAM, NAGALAND, MIZORAM AND ARUNACHAL PRADESH)
(ITANAGAR BENCH)

Case No. : WP(C)/299/2023

M/s Kakum Enterprise and Anr.
Opposite Govt. ME School, D Sector, Itanagar, PO/PS Itanagar, Papumpare District,
Arunachal Pradesh.

Represented by its Proprietor Smti. Yanang Bengia.2: Yanang Bengia

Age:

Occupation

VERSUS

THE STATE OF AP and 3 Ors.

Represented by the Secretary, Public Works Department, Govt. of Arunachal Pradesh,
PO/PS Itanagar, Papumpare District, Arunachal Pradesh. 2:the Secretary

Age: 0

Occupation :

3:the Chief Engineer

Age: 0

Occupation :

4:the Executive Engineer

Age: 0

Occupation

Advocate for the Petitioner : Pritam Taffo

Advocate for the Respondent : GA (AP)

**BEFORE
HONBLE MR. JUSTICE NELSON SAILO**

ORDER

Date : 16.08.2023

Heard Mr. D. Soki, learned counsel for the petitioners. Also heard Mr. S. Tapin, learned Senior Government Advocate appearing for the respondents.

By filing this writ petition the petitioners have challenged the clause 7.3 and 7.4 of the instructions to Bidders which was issued pursuant to the NIT dated 14.06.2023 for construction of road from Steel Girder Bridge Ramghat Papum pare to Vyaskhund Pilgrimage Site under Taraso Circle District Papum pare. As per the 2 clauses, the respondent authority concerned has asked the intending bidders to obtain No Objection Certificate (NOC) from the concerned Gram Chairperson and Gaon Burah in order to participate in the tender process. Further, the compensation claimed for land donated by local people/village for construction of project would not be admissible and shall not be paid by the Government of Arunachal Pradesh. The further stipulation is that dealer shall obtain written consent of stakeholders affected by the project area of the land which shall not create any litigation and hindrances during the execution of the project. The said provisions being mandatory in nature, the petitioner is before this Court.

When the matter was taken up for motion on 29.06.2023, this Court as an interim measure had directed that the petitioner be allowed to participate in the

tender process and that the respondent authority concerned should not insist on the submission of documents as stipulated in clause 7.3 and 7.4 of the standard bidding document. Pursuant to the said order, the petitioner has been allowed to participate in the tender process as can be seen from the counter affidavit filed by the respondent Nos. 1, 2, 3 & 4 on 31.07.2023. The respondents have in fact specifically stated at paragraph No. 10 of the counter affidavit that clause 7.3 and 7.4 are no more relevant in the present tender and the said clauses have not been applied to any of the bidders and that none of the bidders will be rejected for none fulfillment of the 2 clauses. The communication dated 19.07.2023, made to the Senior Government Advocate by Executive Engineer, Doimukh Division, PWD, Arunachal Pradesh has also been annexed to the counter affidavit confirming the statements made in paragraph No. 10.1 of the counter affidavit.

In view of above, the grievances expressed by the petitioner appears to have been resolved. Accordingly, this writ petition stands disposed of.

JUDGE

Comparing Assistant