

HIGH COURT OF TRIPURA
AGARTALA
WP(C) No.282 of 2024

Wellrx Technologies Private Limited

---Petitioner(s)

Versus

Oil and Natural Gas Corporation Limited and Anr.

---Respondent(s)

For the Appellant(s)	:	Mr. PK Biswas, Sr. Advocate Mr. Rishiraj Nath, Advocate Mr. Siddharth Sharma, Advocate
For the Respondent(s)	:	Mr. SM Chakraborty, Sr. Advocate Mr. P. Gautam, Advocate

HON'BLE THE CHIEF JUSTICE MR. APARESH KUMAR SINGH
HON'BLE MR. JUSTICE ARINDAM LODH

ORDER

15.05.2024

Writ petitioner has prayed for the following reliefs:-

- “a. Issue a Writ in the nature of Certiorari or any other appropriate Writ(s), Order(s) or Direction(s) to quash the Impugned Cancellation of Contract No.GEMC 511687755754772 through E-mail dated 15.01.2024 furnished through the portal of Respondent No. 2;*
- b. Issue a Writ in the nature of Mandamus or any other appropriate Writ(s), Order(s) or Direction(s) to Respondent No. 1 to re-instate the Contract No.GEMC 511687755754772 dated 14.07.2023 in favour of Petitioner;*
- c. Issue a Writ in the nature of Certiorari or any other appropriate Writ(s), Order(s) or Direction(s) to quash the Impugned Incident Report dated 15.01.2024;*
- d. Issue a Writ in the nature of Mandamus or any other appropriate Writ(s), Order(s) or Direction(s) to Respondent No. 1 to return the Performance Bank Guarantee No. 0626NDDG0000204 dated 24.07.2023 for an amount of INR 5,48,629 along-with interest rate of 12% p.a;*
- e. Issue a Writ in the nature of Mandamus or any other appropriate Writ(s), Order(s) or Direction(s) to Respondent No. 1 and Respondent No. 2 to not proceed to black-list the Petitioner;*
- f. Issue a Writ in the nature of Mandamus or any other appropriate Writ(s), Order(s) or Direction(s) to Respondent No. 2 to not proceed to debar the Petitioner under the prescribed provisions of General Terms and Conditions of Respondent No. 2; and*
- g. Pass any such Order(s) or Direction(s) as this Hon'ble Court may deem fit and necessary under the present facts and circumstances, in the interest of justice and equity.”*

Petitioner being L1 was awarded a contract regarding procurement of Skid Mounted Cementing Batch Mixer. Pursuant thereto he also entered into an Integrity Pact with the employer. However, his agreement has been terminated by the impugned order dated 15th January, 2024 *inter alia* on the basis of certain findings in an inspection report. Petitioner had thereafter approached the independent external monitor in terms of the Integrity Pact alleging illegal termination of the agreement. Petitioner also raised the plea that no show-cause notice was issued. Petitioner has been blacklisted and his performance guarantee amounting to Rs.5.28 lakh has been forfeited. However, the IEM did not proceed further in the matter after giving one notice for scheduled meeting on 28.02.2024, hence the petitioner approached this court.

Learned senior counsel for the respondents was asked to obtain instruction as to whether the grievance of the petitioner has been taken cognizance by the independent external monitor under the Integrity Pact. Learned senior counsel for the respondent on written instruction submits that the petitioner seller had approached the IEM vide letter dated 28.01.2024 as the case was for violation of Integrity Pact. The meeting with IEM was scheduled on 28.02.2024 at ONGC DUB, New Delhi and both the parties ONGC and Seller i.e. the petitioner were invited to attend the meeting to put forward their points for resolution of disputes. However, co-ordinator to the IEMs vide email dated 26.02.2024 conveyed that since the incident have been raised on GeM portal, the scheduled meeting had been cancelled and further course of action shall be decided by GeM as per their policies. The seller was also informed of the decision of the IEM.

Learned senior counsel for the respondents submits that the IEMs are ready to take up the case of the petitioner relating to termination of the agreement.

Learned counsel for the petitioner then submits that liberty may be granted to approach the IEM in respect of the instant grievance.

He submits that liberty may be reserved to approach this court in case any adverse decision is taken by the IEMs.

Having considered the submission of the learned counsel for the parties, since there is an integrity pact between the petitioner and the employer creating a forum of independent external monitor for resolution of grievances

in respect of the tender and the agreement entered between the parties, we deem it proper to dispose of the writ petition granting liberty to the petitioner to approach the IEM in the prescribed manner within a period of one week. Needless to say, the IEM should consider the grievances of the petitioner after giving opportunity to both the sides and take a decision within a reasonable time frame preferably 6 weeks from the date of communication of the order along with the application of the petitioner.

Petitioner if so aggrieved by the report of the IEMs may have the liberty to raise the grievances in a fresh proceeding as is permissible in law.

Pending application(s), if any, also stands disposed.

(ARINDAM LODH), J

(APARESH KUMAR SINGH), CJ

