

GAHC010122122024



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

Case No. : WP(C)/3157/2024

SUBAL CHANDRA DAS
S/O- PULIN CHANDRA DAS, R/O- VILL.- SRIPUR PART-I, P.O. FULBARI,
DIST. CACHAR, ASSAM, PIN- 788802.

VERSUS

THE STATE OF ASSAM AND 4 ORS
TO BE REPRESENTED BY THE ADDITIONAL CHIEF SECRETARY TO THE
GOVT. OF ASSAM, DEPARTMENT OF FISHERIES, DISPUR, GUWAHATI-6.

2:THE ASSAM FISHERIES DEVELOPMENT CORPORATION (AFDC) LIMITED
VIP ROAD
CHACHOL
GUWAHATI-36
DIST. KAMRUP(M)
ASSAM
REPRESENTED BY ITS MANAGING DIRECTOR.

3:THE MANAGING DIRECTOR

ASSAM FISHERIES DEVELOPMENT CORPORATION (AFDC) LIMITED
VIP ROAD
CHACHOL
GHY-36.

4:THE DISTRICT FISHERY DEVELOPMENT OFFICER
CACHAR
SICLHAR
PIN- 788801.

5:KAJAL KUMAR DAS
S/O- KALI MOHAN DAS

R/O- VILL.- SRIPUR PART-I
P.O. FULBARI
DIST. CACHAR
ASSAM
PIN- 788802

Advocate for the Petitioner : MR. N H BARBHUIYA

Advocate for the Respondent : SC, FISHERY

**BEFORE
HONOURABLE MR. JUSTICE MICHAEL ZOTHANKHUMA**

ORDER

24.06.2024

1. Heard Mr. N.H. Barbhuiya, learned counsel for the petitioner and Mr. P. Sharma, learned counsel for the AFDC.

2. The brief facts of the case is that the petitioner participated in the Tender Notice No.1/2022 dated 14.03.2022 for settlement of Fulbari Annua in Cachar District. On opening the bids of the parties, the petitioner's bid was disqualified on the ground that the petitioner's bid was found to be below the total minimum tender value for 7 years fixed by the State respondents, i.e. Rs.80,54,200/-. The petitioner's case is that the petitioner's bid value for 7 years, in terms of the tender notice was above Rs.81,00,000/- and in this respect he has relied upon page-32 of the writ petition which is to the following effect :

“RATE QUOTED BY SRI SUBAL CH. DAS, IN RESPECT OF 37 NO FULBARI ANNUA IN CACHAR DISTRICT FOR THE YEAR 2022-23 AND UPTO 2029

2022-2023	Rs. 12,65,660.00 (Rupees Twelve Lakhs Sixty Five Thousand Six Hundred Sixty only)
2023-2024	Rs. 12,65,700.00 (Rupees Twelve Lakhs Sixty Five Thousand Seven Hundred)

only

2024-2025 Rs. 12,65,800.00 (Rupees Twelve Lakhs Sixty Five Thousand Eight Hundred)
only

2025-2026 Rs. 12,65,900.00 (Rupees Twelve Lakhs Sixty Five Thousand Nine Hundred)
only

2026-2027 Rs. 12,67,500.00 (Rupees Twelve Lakhs Sixty Seven Thousand Five Hundred)
only

2027-2028 Rs. 12,68,000.00 (Rupees Twelve Lakhs Sixty Eight Thousand) only

2028-2029 Rs. 12,69,000.00 (Rupees Twelve Lakhs Sixty Nine Thousand) only”

Sd/-

(Subal Ch. Das)”

3. The petitioner’s counsel submits that the petitioner’s financial bid has been wrongly calculated by the respondents and as such, the respondents should be directed to make a correction of the wrong calculation made by the respondents. This Court had directed the respondents to produce the official records, to ascertain whether the document at page-32 of the writ petition was a part of the tender documents submitted by the petitioner.

4. Mr. P. Sharma, learned counsel for the AFDC has produced the official records and has also shown this Court the bid documents submitted by the petitioner. However page-32 is not a part of the petitioner’s bid documents.

5. The main bid document submitted by the petitioner containing the price bid, which is in vernacular, has been translated by the Court Master. The price bid submitted by the petitioner with his tender documents, shows that the petitioner had offered to pay Rs.12,65,660/- for the 1st year and for the remaining 6 years, he had offered to pay Rs.66,02,900/-, thereby making the total bid amount for 7 years to be Rs.78,68,564/-. Page-32 of the writ petition

on the other hand, is not found in the official records and it is not a part of the petitioner's bid documents. Thus, this Court finds no infirmity in the State respondents disqualifying the petitioner's bid.

6. The photocopy of the price bid submitted by the petitioner along with his tender documents, is made a part of the record and marked as Annexure-X. A perusal of Annexure-X shows that the petitioner has been trying to mislead this Court, by juxtaposing the same with the document on page-32 of the writ petition, which is not a part of the petitioner's price bid. The stand of the petitioner that his price/financial bid was above the total minimum tender value fixed by the respondents is a total lie. This brazen attempt by the petitioner to mislead the Court cannot be tolerated. Accordingly, in view of the above reasons, not only is this writ petition required to be dismissed, the petitioner should also be made to pay cost.

7. In the case of ***K.D. Sharma vs. Steel Authority of India Limited & Others***, reported in ***(2008) 12 SCC 481***, the Supreme Court has held that the party who invokes the extra ordinary jurisdiction under Article 332 and 226 is supposed to truthful, frank and open. He cannot be allowed to play "hide and seek" or "pick and choose" facts. If material facts are suppressed or distorted, the very functioning of the Writ Courts would become impossible..... The Court has inherent power in order to protect itself and to prevent the abuse of it's process to discharge the rule nisi and refused to proceed further with the examination of the case on merit. If the Court does not reject the petition on that ground, the Court would be failing it's duty. In fact, such an application requires to be dealt with for contempt of Court for abusing the process of law.

8. Accordingly, in view of the reasons stated above, the writ petition is dismissed with cost of Rs.10,000/- (Rupees ten thousand). The petitioner shall submit the cost to the Registry within a week. The said amount should thereafter be given to the Assam State Legal Services Authority.

JUDGE

Comparing Assistant